me to VETKA N.A. P

188458 174A

74 HAR 20 PH 2:51

54278271

520 Green Bay Road - P.O. Box 216 Winnetka, Illinoia 60093 (708) 441-4444 "LENDER"

## COMMERCIAL MORTGAGE

\*\*LASALLE NATIONAL TRUST, N.A. SUCCESSOR TRUSTEE TO

GRANTOR LaSalle National Bank, as Trustee, under Trust Agreement No. 11079 dated July 29, 1946

BORROWER LaSalle National Bank. rrustee, under Trust Agreement 11079 dated July 29, 1946

ADDRESS

Suite 15 62 West Huron Chicago, IL 60610 IDENTIFICATION NO. 62 West Huron Suite 18 Chicago, IL 60610

IDENTIFICATION NO.

ADDRESS

1. GRANT. For good and visuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in "Schedule A which is attached to m's Mortgage and incorporated herein together with all future and present improvements and fixtures; privilegos, hereditaments, and appurtenance of Jarzes, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crop\* pe taining to the real property (cumulativety "Property").

2. OBLIGATIONS. This Mongage should ourse the payment and performance of all of Borrower and Grantor's present and future, Indebtedness, liabilities, obligations and covenants (cumulatively "Collyalions") to Lender pursuant to:

(a) this Morroage and the following progress by notes and other agreements:

HYENESY MATE	PKINCIPAL ASIGUMY, QUEDIT LIMIT	AGREEMENT DATE	BATURITY DATE	CUSTOMER NUMBER	HUMBEN
PIXED	\$650,000.00	2/08/94	02/08/04	jbm	12010032-6355
					ļ
		0_			
<u> </u>		J		l	

all other present or future obligations of Borrower or Carlor to Lender (whether incurred for the same or different purposes than the foregoing);

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for commercial purposes.

FUTURE ADVANCES. ( This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory of to be made at the option of Lender to the same extent as if suith future advances were made on the date of the execution of this Mortgags, and although the may be no indebtedness outstanding at the time any advance te made. The total amount of indebtedness secured by this Mortgage under the prorrise by notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceer \$\(\text{\cong}\). This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promiser y total and other agreements described in paragraph 2, that the total of all such indeptedness so secured shall not exceed \$ \_\_\_\_\_650, 000, 00 \_\_\_\_\_. but the total of all such indebtedness so secured shall not exceed \$\_

E. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amour a presented by Lender to perform Grantor's covernants under this Mortgage or to maintain, preserve, or dispose of the Property, Including but not limited to, air bunts expended for the payment of taxes, special expessments, or Insurance on the Property, plus interest thereon.

6. CONSTRUCTION PURPOSES. If checked, 🛄 this Mortgage secures an indebtedness for construction purposes.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to tiel der that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, occurring it, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroloum; (ii) triable or nonfriable ast east so, (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substances, materials or wastes defined as a "hazardous substances" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Granter has the right and is duly authorized to execute and perform its Obligations under this Morigage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Granter at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property:

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage

B. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lander may, at Lender's option declars the sums secured by this Mortgage to be immediately due and payable, and Lander may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to

e. INCUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third pany and make any inquiry persining to Grantor's financial condition or the Property, in addition, Lender is authorized to provide oral crimination or the withholding of any payment in connection with any lease or other agreement [Pagreement] persining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in activance; (b) modify any Pagreement and allows allow security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereon. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

T1. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not ilmited to, lessaes, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness page 1 of a least the indebtedness page 2 of a least the indebtedness page 3 of a least the indebtedness page 3 of a least the indebtedness page 4 of a least the indebtedness page 5 of a least the indebtedness page 6 of a leas

while to Granter from these third parties built to give a uph not ficialize. Afthe event hat Granter passes were receives possession of any instrument or other remittances with respect to the link bedrest following the giver per uph notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or concernance processes. Control shall boild such instruments and other remittances in trust for Lender spart from its other property, endorse the instruments and other remittances to Lender, and immediately provide tender with possession of the instruments and other remittances. Lender shall be entitled, but not inquired to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obliger or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Granter for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written Consont. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense———except for normal minimizenance and improvements.
- 13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively 'Loss or Damage') to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The Insurance policies shall require the insurance company to provide Lender with at least thirty (30) days, written induce before such policies are altered or cancelled in any manner. The Insurance policies shall name Lender as a mortgaged and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the Insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 28 and secured hereby. Grantor shall farmsh Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under Insurance policies, canculating any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be const.n. in the event of loss, Grantor shall insurance insurance and Grantor. Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such mones toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grant
- 15. ZONING AND PRIVATE CO' or ANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lencer, prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such ise. 5 be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposer, of anges to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All mories payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys "i.e., legal expenses to the extent permitted by applicable law) and other costs including appraisal fees, in condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LFU.\L ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, sult, or other proceeding affecting the Pripe tv. Grantor hereby appoints Lender as its atterney-in-fact to commence, intervene in, and defend such actions, sults, or other legal proceedings and to or mp romise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pedrin'ing to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.
- 18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its an reholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities, (including attorneys' fees and legal expenses, to the extent permitted by applicable law) causes of action, actions, suits and other legal proceedings (cumularively "Glaims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall, his legal counsel acceptable to Lender to defend Lender from such Claims, and pay the attorneys' sees, legal expenses (to the extent permitted by applicable law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance promum taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments, and insurance on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay said taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the inverse order of the due dates thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and it cords shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records providing to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's inancial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such from any year Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, Granty intended transferred of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whather Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transitive with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
  - 22. DEFAULT. Grantor shall be in default under this Montgage in the event that Grantor, Borrower or any guaranter of any Obligation:
    - (a) fails to pay any Obligation to Lender when due;
    - (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;
    - (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
    - (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
      (e) allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal; or
    - (f) causes Lender to deem itself insecure in good faith for any reason.
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
  - (a) to declare the Obligations immediately due and payable in full;
  - (b) to collect the outstanding Obligations with or without resorting to judicial process,
  - (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender:
  - (d) to collect all of the rents, issues, and profits from the Property from the date of detault and thereafter,
  - (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property.
  - (f) to foreclose this Mortgage;
  - (g) to sel-off Grantor's Obligations against any amounts due to Lender including, but not limited to increas, instruments, and deposit accounts maintained with Lender, and
- (h) to exercise all other rights available to Lender under any other written agreement or applicable iaw.

  Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might

otherwise be required.

- '84. WAIVER OF HOMESTEAD AND O' ations to which Grantor would atherwise Le entitled under any applicable law.
- 25. WAIVER OF REDEMPTION. Grantor, to the extent Grantor may lawfully do so, hereby waives any and all rights to redeem the Property sold under an order of sale pursuant to foreolosure proceedings, and hereby waives the period of redemption, and any and all rights which would have accrued during such redemption period, but for this walver.
  - 28. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lander.
- 27. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any shellf's see and the satisfaction of its expenses and costs; then to reimburse Lander for its expenses and costs of the sate or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' seek, legal expenses, filling tees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be escured by the interest granted herein.
- 29. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 30, POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with at interest and are irrevocable. interest and are irrevocable
- 31, SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous iten, security interest or encumbrance discharged with funds advanced by lender regardless of whether these itens, security interests or other encumbrances have been released of record.
- 32. COLLECTION COSTS. If window hires an attorney to assist in collecting any amount due for enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's resettur's attorneys' fees and costs.
- 33. PARTIAL RELEASE. Lender may tricked its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the
- 34. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contabled in a writing signed by Lender. Lender n'ay proform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on on a occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this highly ago shall not be affected if Lender amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 35. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal reposentatives, legatess and devisees.
- 36. NOTICES. Any notice or other communication to be provide funder this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may dralignate in writing from time to time. Any such notice at given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice it sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 37. SEVERABILITY. If any provision of this Mortgage violates the law of is inenforceable, the rest of the Mortgage shall continue to be valid and enforceable
- 38. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state, where the Property is located. Granter consents to the jurisdiction and venue of any court located in such state.
- 39. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Granto valves presentment, demand for payment, notice of dishonor 39. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor by aver presentant, persons in psychiatry, notice of training and protest except as required by law. All references to Grantor in this Mortgage shall include all pursons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Stratum treatments myselfort tax training to the complete integrated understanding between the complete integrated understanding between Grantor and Lander pertaining to the terms and conditions of those documents. OH'S
  - 40. ADDITIONAL TERMS.

This Mortgage is executed by Trustee, understood that nething contained her liability on Trustee, and any recover however, this waiver shall not affect to Obligations.	ein shall be construed as cre v shall he solely against and	ating any personal out of the Property:
-Admini antinguishmen that Granius has read understands, and sares	lder for Trustee's exoneration lessor trustee to	942
mot personally, but as Trustee	GRANTOR:	78271
Vice PResident  AMANTON:  Attent: MANCIAA ATACIC.	GRANTOR:	
Assistant Secretary	GRANTOR:	

-

State of Annual UNOFFICIA	
County of	County of
the undersigned a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek. Vice PResident and Nancy A. States tant Secretary of LaSalle National Trust personally known to me to be the same person	The foregoing instrument was acknowledged before me this
the state of the s	
this day in person and acknowledged that $E$ be $y$ signed, sealed and delivered the said instrument as $Eheir$ free and voluntary act, for the uses and purposes herein set forth.	on behalf of the
Margh X 1994	Given under my hand and official seal, this day o
1	Notary Public
The street address of the Property (fapplicable) is 505 North LaSalla Street Chicago, IL 60610	DULG And was to the state of th

Permanent Index No.(s): 17-09-246-016

The legal description of the Property is:

LOTS 7 AND 8 (EXCEPT THAT PART OF FAID LOT 8 LYING BETWEEN THE EAST LINE OF NORTH LASALLE STREET AND A LINE 2/ FEET EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH LASALLE STREET COVEYED TO THE CITY OF CHICAGO BY DOCUMENT NUMBER 10796540) IN BLOCK 11 IN MOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RIDER	ATTACHED	70	AND	MADE	A	PART	OF	THE	TRU	IST FE	ED OR	MORTGAGE
DATED	F	ebru	ury.	8. 1	99	4			DER	TRUST	¥5.	11979

This Hortgage or Trust Deed in the nature of a prigage is executed by LA SALLE NATIONAL TRUST, W.A., not personally, but as Trustee under Trust No. 11079 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, i.k. 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 indeb odress secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, W.A. paysonally to pay said note or any interest that may accrue thereon, or any indrotedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly walled by the mortgages 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 MATIONAL TRUST, W.A. personally are concerned, the legal bolders of the note and the owner or owners of any indebtedness accruing bereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien 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.

This instrument was prepared by: James B. McMahon

Page 4 of 4 frittinis