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This instrument was prepared by and should be returned to:

95844162

Howard C. Emmerman, Esq.
Katz Randall & Weinberg
333 West Wacker Drive
Suite 1800
Chicago, Illinois 60606

DEPT-01 RECORDING \$39.00
T#0012 TRAN 7970 12/05/95 11:42:00
#5813 CG *-95-844162
COOK COUNTY RECORDER

This space reserved for Recorder.

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Property of Cook County Office

*39.00
DN*

JUNIOR MORTGAGE

THIS MORTGAGE, made as of this 28th day of November, 1995 between Lakeside Bank, not personally or individually, but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said bank in pursuance of a Trust Agreement dated January 7, 1985, and known as Trust Number 10-1001 (hereinafter referred to as "Borrower"), and HAZEL JEAN BARR, whose address is 1409 Burr Oak Road, Apartment 402A, Hinsdale, Illinois 60521 (hereinafter referred to as "Lender");

WITNESSETH

Borrower is justly indebted to Lender in the principal sum of FIVE HUNDRED THIRTY THREE THOUSAND TWO HUNDRED SIXTY FOUR AND NO/100 (\$533,264.00) DOLLARS, as evidenced by that Note of Borrower dated of even date herewith, made payable to Lender, providing for mandatory payments of principal and interest until said Note is fully paid, with a final payment of the balance of all principal and interest due thereunder, if not sooner paid due and payable on the 1st day of January, 2045.

To secure the payment of the principal sum of money evidenced by the Note and the so-called Additional Payment described in the Note with interest thereon as provided therein, and the payment of all other sums advanced to protect the security of this Mortgage, with interest thereon, and the performance by Borrower of all of the covenants and conditions contained herein and in said Note and all other sums due and owing by Borrower to Lender and in further consideration of one dollar (\$1.00) in hand paid, the receipt of which is acknowledged, the Borrower does hereby by these presents, GRANT, MORTGAGE AND CONVEY to Lender, its successors and assigns the following described real estate and all of its estate, right, title and interest therein, situated, lying and being in the City of Chicago, County of Cook and State of Illinois, legally described on Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements, tenements, easements,

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hereditaments and appurtenances thereunto belonging and all rents, issues and profits thereof and all insurance proceeds relating thereto for so long and during all such times as the Borrower may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all the structures, buildings, additions and improvements, and replacements thereof, erected upon said realty, including any on-site energy systems providing power, electricity, heating, air conditioning, refrigeration, lighting, ventilation, water, and all plants, equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings or of any structures or buildings heretofore or hereafter standing on the realty or on any part thereof or now or hereafter used in connection with the use and enjoyment of said realty, whether or not physically attached thereto, and together with all of Borrower's rights further to encumber said property for debt except by such encumbrance, which, by its actual terms and specifically expressed intent shall be, and at all times remain, subject and subordinate to the lien of this Mortgage. All of the above-mentioned and described real estate, property and rights are hereinafter referred to as "Property".

TO HAVE AND TO HOLD the Property unto the said Lender, its successors and assigns forever for the purposes and uses therein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Obligations Relating to Property. Borrower shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or be destroyed; (b) keep said Property in good condition and repair, without waste and free from uncontested mechanics' liens or other uncontested liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Property superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge or contest of such prior lien to Lender; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Property; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Property and the use thereof; (f) make no material alterations to said Property except as required by law or municipal ordinance or as consented by Lender; (g) not use or suffer or permit use of the Property for any purpose other than that for which the same is now used; (h) not initiate or acquiesce in any zoning reclassification without Lender's written consent; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; and (j) pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all other documents

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securing the indebtedness secured hereby and all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the indebtedness secured hereby, this Mortgage and all other documents securing the indebtedness secured hereby and all assignments thereof.

2. Taxes. Borrower shall pay before any penalty attaches all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges against the Property when due, and shall, upon written request, furnish to Lender duplicate receipts therefor. To prevent default hereunder Borrower shall pay in full under protest, in the manner provided by statute, any tax or assessment which Borrower may desire to contest.

3. Insurance. Borrower shall keep all buildings and improvements now or hereafter situated on said Property insured against loss or damage by fire and such other hazards as may reasonably be required by Lender. Borrower shall also provide liability insurance with such limits for personal injury and death and property damage as Lender may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Lender, with mortgage clauses attached to all policies in favor of and in form satisfactory to Lender, including a provision requiring the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Lender. Borrower shall deliver all policies, including additional and renewal policies, to Lender, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration.

4. Damage to Property. In case of loss, Lender (or after entry of decree of foreclosure, the purchaser at the sale or the decree creditor, as the case may be) is hereby authorized either (a) to settle and adjust any claim under such insurance policies with consent of Borrower, or (b) to allow Borrower to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Lender is authorized to collect and receipt for any such insurance money. The insurance proceeds shall be applied to restoration or repair of the Property damaged provided such restoration or repair is desired by Borrower. If such restoration or repair is desired by Borrower, or if any event of default of Borrower has occurred hereunder, the insurance proceeds shall, in either such event be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within thirty (30) days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the

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insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. Prepayment. The Borrower shall have the privilege of making prepayments on the principal of said Note (in addition to the required payments) in accordance with the terms and conditions, if any, set forth in said Note.

6. Variation. If the payment of the indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said Property, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Lender, notwithstanding such extension, variation or release.

7. Rights of Lender. In case of uncured default herein, Lender may, but need not, make any payment or perform any act herein required of Borrower in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Lender to protect the Property and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon from the date of the disbursement at the rate stated in the Note; provided that the aggregate amount of the indebtedness secured hereby together with all such additional sums advanced shall not exceed fifty percent (50%) of the amount of the original indebtedness secured hereby. Inaction of Lender shall never be considered as a waiver of any right accruing to it on account of any default on the part of Borrower.

8. Duties When Paying Property Obligations. Lender in making any payment hereby authorized: (a) relating to taxes and assessments or insurance premiums, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so upon diligent inquiry as to the validity or amount of any claim for lien which may be asserted.

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9. Default. If (a) default be made in the due and punctual payment of the Note, or any installment due in accordance with the terms hereof, either of principal or interest or in any payment required to be made under the terms of said Note or this Mortgage which shall remain due and payable for a period of ten (10) days after Borrower shall have received written notice thereof; or (b) commencement of a proceeding in bankruptcy, receivership or insolvency by or against the Borrower which remains unstayed for sixty (60) days after the commencement of such proceeding; (c) the Borrower shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Borrower or for all Borrower's property or the major part thereof in any proceeding, or any court shall have taken jurisdiction of the property of the Borrower or the major part thereof in any proceeding 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 admit 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 other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Borrower and the same shall continue for thirty (30) days or such longer period as may reasonably be required to cure same after Borrower shall have received written notice thereof, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Lender become immediately due and payable, together with accrued interest thereon, without further notice to Borrower.

10. 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 lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) for procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property.

All expenditures and expenses of the nature in this Paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or said Property, including probate and bankruptcy proceedings, or in preparations 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

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date of disbursement at the rate 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 following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note secured hereby; fourth, any overplus to Borrower, its heirs, legal representatives or assigns, as its rights may appear.

11. Assignment of Rents. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 9 hereof or abandonment of the Property, has the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 9 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender, or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

12. Inspection. Lender shall have the right to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

13. Condemnation. Borrower hereby assigns, transfers and sets over unto Lender the entire proceeds of any award or any claim for damages for any of the mortgaged Property taken or damaged under the power of eminent domain or by condemnation not used by Borrower to restore or rebuild. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Lender, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

14. Release. Lender shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all

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indebtedness secured hereby or such lesser amount as may then be due upon sale as set forth in the Note.

15. Junior Mortgage Covenant. This Mortgage is a Junior Mortgage, the lien of which is junior, subject and subordinate to the lien of the Lakeside Bank Mortgage dated December 7, 1992 (hereinafter referred to as the "Lakeside Mortgage"), recorded on December 23, 1992 with the Recorded of Deeds of Cook County, Illinois as Document Number 92967629, to secure a note to Lakeside Bank (hereinafter referred to as the "Lakeside Note") in the original principal amount of Three Hundred Ninety One Thousand and No/100 Dollars (\$391,000.00). The Lakeside Mortgage constitutes a first mortgage on all of the mortgaged premises. The indebtedness evidenced by the Lakeside Note and secured by the Lakeside Mortgage is hereinafter referred to as the "Lakeside Indebtedness".

Borrower covenants and agrees that it shall well and truly perform and discharge each and all of the obligations of the conditions of the Lakeside Mortgage and Lakeside Note and all other documents relating thereto (the Lakeside Note, Lakeside Mortgage and all such other documents being hereinafter referred to collectively as the "Lakeside Loan Documents"), and that a default or the occurrence of an event of default under any of the Lakeside Loan Documents shall constitute a default hereunder, in consequence whereof Lender may avail itself of any or all of the rights or remedies reserved herein or allowed or permitted by law or in equity as in such case made and provided.

Notwithstanding anything herein to the contrary, all rights of Lender under this Mortgage are subject to the rights of the holder of the Lakeside Indebtedness so long as the same remains unpaid. In the event the provisions hereof conflict or are inconsistent with provisions of the Lakeside Loan Documents such that Borrower is unable to fully comply with any provision hereof as a result of Borrower's compliance with the provisions of any of the Lakeside Loan Documents, e.g. as to payment of taxes in installments or delivery of insurance policies, Mortgagor shall not be in default hereunder so long as Mortgagor continues to comply with the Lakeside Loan Documents; provided, however, that upon payment in full of the Lakeside Indebtedness such provisions hereunder are complied with by Borrower.

Lender hereby agrees to further subordinate the lien of this Mortgage to: (i) any lien or encumbrance placed on the Property for the purpose of effecting the release of the personal liability of Lender and Warren N. Barr, Jr. under the Lakeside Note or the Lakeside Mortgage; or (ii) any lien or encumbrance placed on the Property for the purpose of raising capital reasonably necessary for the operation thereof, for the construction of tenant improvements, the discharge of any indebtedness incurred in the operation of the Property, or for any other purpose reasonably related to the operation of the Property.

16. Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and

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the mailing thereof by certified mail addressed to the Borrower or Lender at 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 notice, shall constitute service of notice hereunder.

17. Forbearance. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

18. Waivers and Consents. Borrower waives the benefit and agrees not to invoke any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium laws," not existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage. Borrower for Borrower and all who may claim through or under Borrower waives any and all rights to have the property and estates comprising the mortgaged Property marshalled upon any foreclosure of the lien hereof and agree that any court having jurisdiction to foreclose such lien may order the mortgaged Property sold as an entirety. Borrower hereby waives and releases all rights and benefits under and by virtue of the homestead exemption laws of the State of Illinois. No consent of Lender required hereunder shall be unreasonably withheld, and no discretion shall be unreasonably exercised.

19. Binding. This Mortgage and all provisions hereof 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 part thereof, whether or not such persons shall have executed the Note or this Mortgage, and shall include the singular or plural as the context may require. 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 secured hereby.

20. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof. Wherever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

21. Exculpation of Land Trustee. This Note is executed by Lakeside Bank, not personally, but as Trustee under Trust Agreement dated January 7, 1985, and known as Trust No. 10-1001, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any

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liability on said Lakeside Bank personally to pay this Note or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder hereof and by every person now or hereafter claiming any right or security hereunder, and that so far as Lakeside Bank, personally, is concerned, the legal holder or holders hereof and the owner or owners of any indebtedness accruing hereunder shall look solely to the property securing this Note for the payment thereof, by the enforcement of the lien created by the Mortgage securing this Note in the manner therein and in this Note provided or by action to enforce the personal liability of any guarantor hereof.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above written.

LAKESIDE BANK, not personally or individually, but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said bank in pursuance of a Trust Agreement dated September 1, 1985, and known as Trust Number 10-1001

ATTEST:

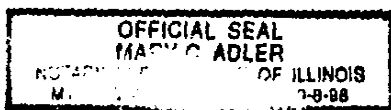
By: Jo Ann Wang
Its: Asst. Vice-President

By: [Signature]
Its: TRUST OFFICER

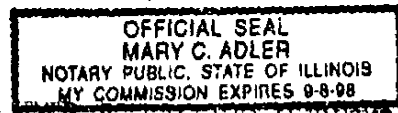
STATE OF)
) SS
COUNTY OF)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vincent Toller and Jo Ann Wang, as TRUST OFFICER and Asst. V.P. of said Bank, appeared before me this day in person and acknowledged that they signed and sealed the said instrument as such Trust Officer and Asst. V.P. of said Bank as their own free and voluntary act, for the uses and purposes therein set forth.

November, GIVEN under my hand and notarial seal this 28th day of 1995.



[Signature]
Notary Public



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CONSENT OF FIRST MORTGAGEE

LAKESIDE BANK, an Illinois banking corporation ("Lakeside Bank"), with offices at 141 West Jackson Boulevard, Suite 1212, Chicago, Illinois 60604, mortgagee under a Real Estate Mortgage dated December 7, 1992 and recorded on December 23, 1992 with the Recorded of Deeds of Cook County, Illinois as Document Number 92967629 (the "Lakeside Mortgage"), which Lakeside Mortgage secures a note to Lakeside Bank in the original principal amount of Three Hundred Ninety One Thousand and No/100 Dollars (\$391,000.00) (the "Lakeside Note"), hereby consents to the foregoing Junior Mortgage made by Lakeside Bank, not personally or individually, but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said bank in pursuance of a Trust Agreement dated January 7, 1985, and known as Trust Number 10-1001 (the "Borrower"), and acknowledges and agrees that, by virtue of such consent, the foregoing Junior Mortgage shall not constitute a default or an Event of Default by Borrower under the Lakeside Mortgage, the Lakeside Note, or any other loan documents delivered in connection therewith (collectively, the "Lakeside Bank Mortgage Loan Documents"), including, without limitation, under Section 9 of the Lakeside Bank Mortgage, entitled "Due on Sale or Encumbrance".

LAKESIDE BANK, an Illinois banking corporation

ATTEST:

By: Michael J. McCarty
Its: LOAN OFFICER

By: Ronald B. [Signature]
Its: Sr. V.P.

STATE OF)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald Benjamin and Michael McCarty, as Sr. V.P. and Loan Officer of said Bank, appeared before me this day in person and acknowledged that they signed and sealed the said instrument as such Sr. V.P. and Loan Officer of said Bank as their own free and voluntary act, for the uses and purposes therein set forth.

November, GIVEN under my hand and notarial seal this 28th day of 1995.

Mary C. Adler
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 5, 6, 8 AND THE NORTH 52.93 FEET OF LOT 7 IN BLOCK 26, IN ORIGINAL TOWNSHIP OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 57 FEET OF LOT 2 IN ASSESSOR'S DIVISION OF LOT 7 AND LOT 10 IN BLOCK 26 IN ORIGINAL TOWNSHIP OF CHICAGO AFORESAID; IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOT 6 AND THE NORTH 52.93 FEET OF LOT 7 IN BLOCK 26 AFORESAID AND WEST OF THE WEST LINE OF LOT 5 AND THE NORTH 52.93 FEET OF LOT 8 IN BLOCK 26 AFORESAID, ALL BEING IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

17-09-332-005

17-09-332-009

17-09-332-013

Address of Real Estate:

156 N. Jefferson
Chicago, Illinois

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This Mortgage or Trust Deed is executed by LAKESIDE BANK, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the other party(ies) hereunder and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage or trust Deed shall be construed as creating any Liability on LAKESIDE BANK or on any of the beneficiaries under said Trust Agreement personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage or trust Deed and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of the cosigner, endorser or guarantor of said Note.

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