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COOK COUNTY RECORDER

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3110 Sheridan #705

**MORTGAGE AND  
ASSIGNMENT OF RENTS AND LEASES**

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**THIS INDENTURE** ("Mortgage") is entered into this \_\_\_\_ day of October, 1996 by Cole Taylor Bank, Successor Trustee to Harris Trust & Savings Bank, as Trustee under that Trust Agreement dated August 18, 1986 and known as Trust No. 43721 (the "Trust") and Melvin W. Siegel ("Siegel"), the owner of one hundred percent (100%) of the beneficial interest in, and being the sole beneficiary of the Trust, (the Trust and Siegel are collectively referred to hereinafter as "Mortgagor") to Prentiss Properties Superior I L.P., 1717 Main Street, Suite 5000, Dallas, Texas 75201 (Mortgagee). Except as otherwise provided herein, all capitalized terms used but not defined herein shall have the respective meanings given to them in the Settlement Agreement (as hereinafter defined).

**WITNESSETH:**

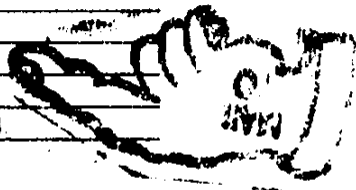
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**WHEREAS**, Siegel has executed and delivered to Mortgagee that certain Settlement Agreement, dated as of even date herewith, (said Settlement Agreement and any and all modifications thereto is referred to herein as the "Settlement Agreement") in the matter captioned: *Prentiss Properties Superior I L.P. v. Melvin W. Siegel, et. al.*, No. 95 C 0820 in the United States District Court for the Northern District of Illinois. Mortgagee has required that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and security interests

This document was prepared by and after recording should be returned to:

*P.L.W.*

Scott A. Lefelar, Esq.  
Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601-1293



*1428-105-187-1020*

*42 50  
BMR*

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referred to herein to secure the payment of the Supplemental Amount, as that term is defined in the Settlement Agreement, (said liability being hereinafter referred to as the "Liability"); and

**WHEREAS**, the Liability secured hereby shall not exceed an aggregate amount, at any one time outstanding, of one million dollars (\$1,000,000.00), said sum representing two hundred percent (200%) of the maximum Supplemental Amount due under the Settlement Agreement, provided, that the foregoing limitation shall apply only to the lien upon the real property created by this Mortgage, and it shall not in any manner limit, affect or impair any right in favor of Mortgagee under the provisions of the Settlement Agreement;

**NOW, THEREFORE**, in consideration of the premises contained herein and to secure payment of the Supplemental Amount, up to and including the amount of the Liability, and in consideration of One Dollar (\$1.00) in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant to Mortgagee, its successors and assigns, the following described real estate (the "Property") in Cook County, Illinois:

The condominium property commonly known as 3110 Sheridan #705, Chicago, Illinois. See Exhibit A attached hereto, and by this reference made a part hereof, for the legal description of the Property

which Property, together with all right, title and interest, if any, which Mortgagor may now have or hereafter acquire in and to all improvements now or hereafter located thereon of every nature whatsoever, is herein called the "Premises"

**TOGETHER WITH** all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to (a) all easements, rights of way, gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining said Property, and any other interests in property constituting appurtenances to the Premises, or which hereafter shall in any way belong, relate or be appurtenant thereto, and (b) all hereditaments and easements, of every nature whatsoever, located in or on the Premises and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in subparagraphs (a) and (b) above (hereinafter the "Property Rights").

**TOGETHER WITH** all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagor may now or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, and used or intended to be used in connection with, or with the operation of, the Premises. It is mutually agreed, intended and declared that the Premises and all of the Property Rights and Fixtures owned by Mortgagor (referred to collectively herein as the "Real Property") shall, so far as permitted by law, be deemed to form

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a part and parcel of the Property and for the purpose of this Mortgage to be real estate and covered by this Mortgage.

**TOGETHER WITH** all the estate, right, title and interest of Mortgagor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Real Property, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Real Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Real Property or any part thereof; and (except as otherwise provided herein or in the Settlement Agreement) Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and to apply the same as provided in the Settlement Agreement; and (ii) all contract rights, general intangibles, actions and rights in action relating to the Real Property including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Property; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property. (The rights and interests described in this paragraph shall hereinafter be called the "Intangibles".)

As additional security for the Supplemental Amount secured hereby, Mortgagor (i) does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with the Real Property, and not secondarily, all the rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Real Property) (the "Rents") under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property, and (ii) except to the extent such a transfer or assignment is not permitted by the terms thereof, does hereby transfer and assign to Mortgagee all such leases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas and mineral leases relating to the Real Property) (the "Leases"). Mortgagee hereby grants to Mortgagor the right to collect and use the Rents as they become due and payable under the Leases, but not more than one (1) month in advance thereof, unless an Event of Default, as that term is defined in the Settlement Agreement, shall have occurred provided that the existence of such right shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment shall be subject to the rights of Mortgagee under this Mortgage. Mortgagor further agrees to execute and deliver such assignments of leases or assignments of land sale contracts as Mortgagee may from time to time request. In the event of an Event of Default, (1) Mortgagor agrees, upon demand, to deliver to the Mortgagee all of the Leases with such additional assignments thereof as Mortgagee may request and agrees that the Mortgagee may assume the management of the Real Property and collect any Rents, applying the same upon the Supplemental Amount in the manner provided in the Settlement Agreement, and (2) Mortgagor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the Real Property to pay the Rents due under the Leases to Mortgagee upon request of Mortgagee. Mortgagor hereby appoints Mortgagee as

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its true and lawful attorney in fact to manage said property and collect the Rents, with full power to bring suit for collection of the Rents and possession of the Real Property, giving and granting unto Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that (i) this power of attorney and assignment of rents shall not be construed as an obligation upon Mortgagee to make or cause to be made any repairs that may be needful or necessarily and (ii) Mortgagee agrees that until such Event of Default as aforesaid, Mortgagee shall permit Mortgagor to perform the aforementioned management responsibilities. Upon Mortgagee's receipt of the Rents, at Mortgagee's option, it may use the proceeds of the Rents to pay: (1) reasonable charges for collection thereof, costs of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents, (2) general and special taxes, insurance premiums, and (3) any or all of the liabilities pursuant to the provisions of the Settlement Agreement. This power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney and assignment of rents. Mortgagee shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and recover the Rents, or any part thereof, now existing or hereafter made, and apply the same in accordance with the provisions of the Settlement Agreement.

All of the property described above, and each item of property therein described, not limited to but including the Property, the Premises, the Property Rights, the Fixtures, the Real Property, the Intangibles, the Rents and the Leases, is herein referred to as the "Mortgaged Property."

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by Mortgagee. Nothing contained in this Mortgage shall be construed as imposing on Mortgagee any of the obligations of the lessor under any Lease of the Mortgaged Property in the absence of an explicit assumption thereof by Mortgagee. In the exercise of the powers herein granted Mortgagee, except as provided in the Settlement Agreement, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagee.

**TO HAVE AND TO HOLD** the Mortgaged Property, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its beneficiaries, successors and assigns, forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws, if any, of the State and Mortgagor hereby covenants, represents and warrants that, at the time of the ensembling and delivery of these presents, Mortgagor is well seised of the Mortgaged Property in fee simple and with lawful authority to sell, assign, convey and mortgage the Mortgaged Property.

The following provisions shall also constitute an integral part of this Mortgage:

1. **Payment of Taxes on the Mortgage**. Without limiting any of the provisions of the Settlement Agreement, Mortgagor agrees that, if the United States or any department, agency

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or bureau thereof or if the State or any of its subdivisions having jurisdiction shall at any time require documentary stamps to be affixed to this Mortgage or shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the Premises or upon Mortgagee by reason of or as holder of any of the foregoing then, Mortgagor shall pay for such documentary stamps in the required amount and deliver them to Mortgagee or pay (or reimburse Mortgagee for) such taxes, assessments or impositions. Mortgagor agrees to exhibit to Mortgagee, at any time upon request, official receipts showing payment of all taxes, assessments and charges which Mortgagor is required or elects to pay under this paragraph. Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, taxes, assessments or impositions, whether such liability arises before or after payment of the Supplemental Amount and regardless of whether this Mortgage shall have been released.

2. **Leases Affecting the Real Property.** Mortgagor agrees faithfully to perform all of its obligations under all present and future Leases at any time assigned to Mortgagee as additional security, and to refrain from any action or inaction which would result in termination of all such Leases or in the diminution of the value thereof or of the Rents due thereunder. All future lessees under any Lease made after the date of recording of this Mortgage shall, at Mortgagee's option and without any further documentation, attorn to Mortgagee as lessor if for any reason Mortgagee becomes lessor thereunder, and, upon demand, pay rent to Mortgagee, and Mortgagee shall not be responsible under such Lease for matters arising prior to Mortgagee becoming lessor thereunder.

3. **Use of the Real Property.**

(a) **No Easements.** Mortgagor agrees that it shall not permit the public to use the Real Property in any manner that might tend, in Mortgagee's reasonable judgment, to impair Mortgagor's title to such property or any portion thereof, or to make possible any claim or claims of easement by prescription or of implied dedication to public use.

(b) **RPTA.** There are no facilities or substances on the Mortgaged Property which are subject to reporting under Section 312 of the Federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. Section 11022), and Federal regulations promulgated thereunder. The Mortgaged Property does not contain any underground storage tanks. The Mortgaged Property is not "real property" as such term is defined under the Illinois Responsible Property Transfer Act of 1988, 765 ILCS 90/3 (1992), *et seq.*

4. **Indemnification.** Mortgagor shall not use or permit the use of any part of the Real Property for an illegal purpose, including, without limitation, the violation of any environmental laws, statutes, codes, regulations or practices. Mortgagor agrees to indemnify and hold harmless Mortgagee from and against any and all losses, suits, liabilities, fines, damages, judgments, penalties, claims, charges, costs and expenses (including reasonable attorneys' and paralegals, fees, court costs and disbursements) which may be imposed on, incurred or paid by or asserted against the Real Property by reason or on account of or in

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connection with (i) the construction, reconstruction or alteration of the Real Property, (ii) any negligence or misconduct of Mortgagor, any lessee of the Real Property, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, (iii) any accident, injury, death or damage to any person or property occurring in, on or about the Real Property or any street, drive, sidewalk, curb or passageway adjacent thereto, or (iv) any other transaction arising out of or in any way connected with the Mortgaged Property.

5. **Condemnation Awards.** Mortgagor hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Real Property for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid to Mortgagee and applied as specified in the Settlement Agreement.

6. **Remedies.** Subject to the provisions of the Settlement Agreement, upon the occurrence of an Event of Default under the terms of the Settlement Agreement, in addition to any rights and remedies provided for in the Settlement Agreement, and to the extent permitted by applicable law, the following provisions shall apply:

(a) **Mortgagee's Power of Enforcement.** It shall be lawful for Mortgagee to (i) immediately sell the Mortgaged Property either in whole or in separate parcels, as prescribed by the State law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by the State law, and thereupon, to make and execute to any purchaser(s) thereof deed of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage by judicial action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liability secured hereby, and without regard to the then value of the Mortgaged Property or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the Loan hereby secured is made) for the benefit of Mortgagee, with power to collect the Rents, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of the Rents when collected, may pay costs incurred in the management and operation of the Real Property, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Real Property, and may pay all or any part of the Liability or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing Mortgagee in possession of the Real Property with the same power granted to a receiver pursuant to this subparagraph and with all other rights and privileges of a mortgagee-in-possession under applicable law.

(b) **Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.** Mortgagee shall, at its option, have the right, acting through its agents or

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attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Real Property, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the Rents, and to manage and control the same, and to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Real Property, distribute and apply the remaining net income in accordance with the terms of the Settlement Agreement or upon any deficiency decree entered in any foreclosure proceedings.

(c) **IMFL.** Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. If any provision of the Act which is specifically referred to herein is repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

7. **Application of the Rents or Proceeds from Foreclosure or Sale.** In any foreclosure of this Mortgage by judicial action, or any sale of the Mortgaged Property by advertisement, in addition to any of the terms and provisions of the Settlement Agreement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by judicial action) to be paid out of the Rents or the proceeds of such foreclosure proceeding and/or sale:

(a) **Supplemental Amount.** All of the Supplemental Amount and other sums secured hereby which then remain unpaid; and

(b) **Costs, Fees and Other Expenses.** All court costs, reasonable attorneys' and paralegals' fees and expenses, appraiser's fees, advertising costs, filing fees and transfer taxes, notice expenses, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee in the reasonable exercise of its judgment may deem necessary. All such expenses shall become part of the Liability secured hereby when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or sale by advertisement. The proceeds of any sale (whether through a foreclosure proceeding or Mortgagee's exercise of the power of sale) shall be distributed and applied in accordance with the terms of the Settlement Agreement.

8. **Cumulative Remedies; Delay or Omission Not a Waiver.** Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right

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now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on the occurrence or existence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or acquiescence therein, nor shall it affect any subsequent Event of Default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

9. **No Merger.** In the event of a foreclosure of this Mortgage or any other mortgage or deed of trust securing the Liability, the Liability then due Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust which also secure said Liability.

10. **Notices.** Except as otherwise provided herein, any notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage (and all copies of such notices or other instruments) shall be given in accordance with the terms of the Settlement Agreement.

11. **Extension of Payments.** Mortgagor agrees that, without affecting the liability of any person for payment of the Supplemental Amount secured hereby or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of Mortgagor, without notice to any person liable for payment of any Liability secured hereby, but otherwise subject to the provisions of the Settlement Agreement, extend the time, or agree to alter or amend the terms of payment of such Liability. Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Liability or the remainder of the security.

12. **Governing Law.** Mortgagor agrees that this Mortgage is to be construed, governed and enforced in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

13. **Satisfaction of Mortgage.** Upon full payment of the Supplemental Amount, at the time and in the manner provided in the Settlement Agreement, this conveyance or lien shall be null and void and, upon demand therefor following such payment or satisfaction of the conditions set forth in the Settlement Agreement for payment of the Supplemental Amount, a satisfaction of mortgage or reconveyance of the Mortgaged Property shall promptly be provided by Mortgagee to Mortgagor.

14. **Successors and Assigns Included in Parties.** This Mortgage shall be binding upon Mortgagor and upon the successors, assigns and vendees of Mortgagor and shall inure to

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the benefit of Mortgagee's successors and assigns; all references herein to the Mortgagor and to Mortgagee shall be deemed to include their respective successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for Mortgagor. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all gender.

15. **Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws.** Mortgagor agrees, to the full extent permitted by law, that at all times following an Event of Default, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat; and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

16. **Interpretation with Other Documents.** Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between this Mortgage and the Settlement Agreement, the provisions of the Settlement Agreement shall govern.

17. **Invalid Provisions to Affect No Others.** In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Settlement Agreement shall not be in any way affected, prejudiced or disturbed thereby. In the event that the application of any of the covenants, agreements, terms or provisions of this Mortgage is held to be invalid, illegal or unenforceable, those covenants, agreements, terms and provisions shall not be in any way affected, prejudiced or disturbed when otherwise applied.

18. **Changes.** Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

19. **Time of Essence.** Time is of the essence with respect to the provisions of this Mortgage.

20. **Waiver of Trial by Jury.** Mortgagor hereby waives Mortgagor's right to trial by jury in any litigation relating to or in any way connected with this Mortgage or the transaction contemplated hereby.

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IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by the person identified below as Mortgagor (and said person or persons hereby represent that they possess full power and authority to execute this instrument).

Trustee's Exoneration Rider Attached Herein And Made A Part Hereof

## MORTGAGOR:

COLE TAYLOR BANK, Successor Trustee to Harris Trust & Savings Bank, as Trustee under Trust Agreement dated August 18, 1986 and known as Trust No. 43721

By: \_\_\_\_\_

Its: \_\_\_\_\_

Vice-President

By: \_\_\_\_\_

MELVIN W. SIEGEL, Individually

SUBSCRIBED AND AFFIRMED  
to before me this 4th  
day of November, 1996.

Kate Sudic  
Notary Public

"OFFICIAL SEAL"  
Katie Sudic  
Notary Public, State of Illinois  
My Commission Expires 2/14/97

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EXHIBIT A  
LEGAL DESCRIPTION OF PREMISES

UNIT 705 IN 3110 NORTH SHERIDAN CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCELS:

PARCEL 1:

LOT 12 AND THE SOUTH 5 FEET OF LOT 11 (EXCEPT THE EAST 7 FEET OF SAID PREMISES TAKEN FOR WIDENING LAKE VIEW AVENUE) IN BLOCK 5 IN BRAUKMAN AND GEHRKES SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 145 FEET OF LOT 1 IN BROUSSEAU'S RESUBDIVISION OF LOTS 21 TO 24 IN CULVERS ADDITION TO CHICAGO BEING A SUBDIVISION OF THE SOUTH 20 RODS OF THE NORTH 60 RODS OF THE NORTHWEST 1/4 AND THE SOUTH QUARTER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 31, 1962 AND KNOWN AS TRUST NUMBER 15148, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS, DECEMBER 1979 AS DOCUMENT 25288427 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS (EXCEPTING FROM SAID PARCEL ALL OF THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)

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## ATTACHED LAND TRUST MORTGAGE EXONERATION RIDER

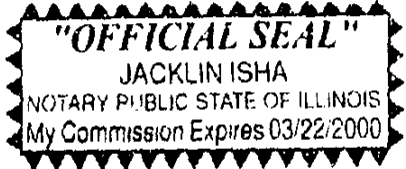
This MORTGAGE is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Land Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said Land Trustee 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.

STATE OF ILLINOIS        )  
  )        SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that KENNETH E. PIEKUT, Assistant Vice President of Cole Taylor Bank and \_\_\_\_\_, Assistant Secretary/Trust Officer of said Company, 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/Trust Officer 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 Company, for the uses and purposes therein set forth, and the said Assistant Secretary/Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said 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 17th day of DECEMBER, 1996.

*Jacklin Isha*  
\_\_\_\_\_  
Notary Public



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