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Cook County Recorder 37.50

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LASALLE NATIONAL BANK



EQUITY LINE OF CREDIT
MORTGAGE

199902268
MM/1/99

THE ABOVE SPACE FOR RECORDER'S USE ONLY

This Equity Line of Credit Mortgage is made this 5th day of April, 1999, between the Mortgagor, Ronald C. Futterman, as Trustee of the Seminary Trust dated May 14, 1996 and Known as the Seminary Trust

(therein "Borrower"), and the Mortgagee LaSalle National Bank, a national banking association, whose address is 135 South LaSalle Street, Chicago, Illinois 60674 (therein "Lender").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement"), dated April 5, 1999, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 475,000.00 plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 below ("Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the time provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after April 5, 2006

, together with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by April 5, 2019, (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made pursuant to the Agreement, as amended or modified, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LEGAL DESCRIPTION ATTACHED

14-32-400-056 14-32400-058, 14-32-400-062 and 14-32-400-064

which has the address of 1930, 1932 and 1934 North Seminary, Chicago, Illinois 60614 (herein "Property Address").

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Convenants. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal or interest on the Loans made pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.

3. **Charges, Liens.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, upon request of Lender, promptly furnish to Lender receipts evidencing such payments.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall 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 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds as Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause thereof related to Lender's interest in the Property.

8. Condemnation. The Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part hereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender in the event of a total or partial taking of the Property, or part hereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall 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, 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 30 days after the date such notice is mailed. 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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or change the amount of such payment.

9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by application law, shall not be a waiver of or preclude the exercise of any such right or remedy. 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 agreement secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrowers shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. The term interest as used herein shall mean and include all finance charges under the Agreement.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated therein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

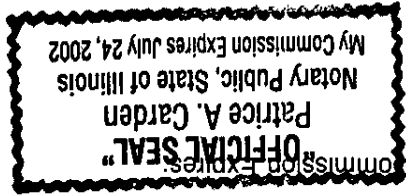
16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$ 475,000.00, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

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Lasalle National Bank
135 South LaSalle Street
Chicago, Illinois 60674

KARMY SILKS

Prepared by and return to:



(SEAL)

Notary Public

Patricia A. Carden

Given under my hand and notarial seal, this 5th day of April, 1999, free and voluntary act, for the uses and purposes therein set forth.

to be the same person(s) whose name(s) Mr subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his personally known to me, Ronald L. Fufferman, a Notary Public in and for said county and state, do hereby certify that

State of Illinois }
County of Cook }
SS }
Type or Print Name
Borrower

Trustee of the Seminary Trust dated May 14, 1996 and known as the Seminary Trust
Type or Print Name Ronald L. Fufferman, as
Borrower Ronald L. Fufferman

In Witness Whereof, Borrower has executed this Mortgage.

20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

19. Assignment of Rights; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 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.

18. Transfer of Ownership. If all or any part of the Property or any interest in it is sold or transferred (or if the title to the Property is held by an Illinois Land Trust, and a beneficial interest therein is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, or Borrower's actions or inactions adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortgage, (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

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PARCEL 1:

THAT PART OF LOT 84 IN HAPGOOD'S RESUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE EAST LINE PRODUCED SOUTH OF LOTS 132, 133, 134 AND 135 IN THE SUBDIVISION OF LOT 3 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO:

THAT PART OF LOT 85 (LYING SOUTH OF THE SOUTH LINE PRODUCED WEST OF THE NORTH 7 1/2 FEET OF THE SOUTH 1/2 OF LOT 134) IN THE SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND CONSISTING OF PART OF LOT 115 AND ALL OF LOT 136 IN (WEBSTER AND OTHER) SUBDIVISION OF LOT 3 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND CONSISTING ALSO OF PART OF LOT 84 IN HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF SEMINARY AVENUE, BEING ALSO THE EAST LINE OF LOTS 115 AND 136, AT A POINT WHICH IS 27.83 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 115 AND RUNNING THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTH LINE EXTENDED OF SAID LOT 115, A DISTANCE OF 88.45 FEET TO ITS INTERSECTION WITH THE EAST FACE OF A BRICK BUILDING; THENCE SOUTH ALONG THE EAST FACE OF SAID BRICK BUILDING, AND ALONG A SOUTHWARD PROLONGATION OF SAID EAST FACE, A DISTANCE OF 27.87 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 84, SAID POINT OF INTERSECTION BEING 88.42 FEET, MEASURED PERPENDICULARLY WEST FROM THE WEST LINE OF SEMINARY AVENUE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWESTERLY LINE OF LOT 84 A DISTANCE OF 86.23 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE NORTHWESTERLY LINE OF SAID LOT 136; THENCE SOUTHWESTWARDLY ALONG SAID NORTHWESTERLY LINE OF LOT 136 A DISTANCE OF 2 FEET TO THE MOST WESTERLY CORNER OF LOT 136; THENCE SOUTHEASTWARDLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 136 A DISTANCE OF 40.47 FEET TO THE MOST SOUTHERLY CORNER OF LOT 136 AND THENCE NORTH ALONG THE EAST LINE OF LOT 136, ALONG THE WEST LINE OF SEMINARY AVENUE, AND ALONG THE EAST LINE OF SAID LOT 115 A DISTANCE OF 118.78 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND CONSISTING OF PART OF LOT 84 IN HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND CONSISTING ALSO OF PART OF LOT 115 AND ALL OF LOT 116 IN WEBSTER AND OTHERS SUBDIVISION OF LOT 3 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO AFORESAID, SAID PARCEL BEING MORE PARTICULARLY AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 116 AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 116 AND 115 BEING ALSO THE WEST LINE OF SEMINARY AVENUE A DISTANCE OF 51.83 FEET TO A POINT WHICH IS 27.83 FEET SOUTH FROM NORTH EAST CORNER OF SAID LOT 115; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 115 A DISTANCE OF 88.45 FEET TO ITS INTERSECTION WITH THE EAST FACE OF A BRICK BUILDING; THENCE SOUTH ALONG THE EAST FACE OF SAID BRICK BUILDING, AND ALONG A SOUTHWARD PROLONGATION OF EAST FACE A DISTANCE OF 27.87

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FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 84, SAID POINT OF INTERSECTION BEING 88.42 FEET, MEASURED PERPENDICULARLY WEST FROM THE WEST LINE OF SEMINARY AVENUE; THENCE NORTHWESTWARDLY ALONG SAID SOUTHWESTERLY LINE OF LOT 84 A DISTANCE OF 72.69 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY LOT LINE WITH A SOUTHWARD EXTENSION OF THE EAST LINE OF LOTS 132 TO 135 INCLUSIVE IN THE SUBDIVISION OF LOT 3 AND PART OF LOT 2 IN BLOCK 9 AFORESAID; THENCE NORTH ALONG SAID SOUTHWARD EXTENSION OF THE EAST LINE OF LOTS 132 TO 135 INCLUSIVE A DISTANCE OF 41.44 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHEASTERLY LINE OF LOT 84; THENCE SOUTHEASTWARDLY ALONG SAID NORTHEASTERLY LOT LINE A DISTANCE OF 33.87 FEET TO THE WEST LINE OF LOT 116; THENCE NORTH ALONG SAID WEST LINE OF LOT 116 A DISTANCE OF 2.63 FEET TO THE NORTHWEST CORNER OF LOT 116 AND THENCE EAST ALONG THE NORTH LINE OF LOT 116 A DISTANCE OF 110.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; (EXCEPTING A PARCEL OF LAND CONSISTING OF ALL OF LOT 116 AND PART OF LOT 115 IN WEBSTER AND OTHERS SUBDIVISION OF LOT 3 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO, AND CONSISTING ALSO OF PART OF LOT 84 IN HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 116 AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 116 AND 115 BEING ALSO THE WEST LINE OF SEMINARY AVENUE, A DISTANCE OF 51.83 FEET TO A POINT WHICH IS 27.83 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 115, THENCE WEST ALONG A LIEN PARALLEL WITH THE NORTH LINE OF SAID NORTH LINE EXTENDED OF SAID LOT 115 A DISTANCE OF 88.45 FEET TO ITS INTERSECTION WITH THE EAST FACE OF A BRICK BUILDING; THENCE NORTH ALONG THE EAST FACE OF SAID BRICK BUILDING A DISTANCE OF 37.45 FEET TO THE NORTHEAST CORNER OF SAID BRICK BUILDING, SAID NORTHEAST CORNER BEING 88.50 FEET (MEASURED PERPENDICULARLY) WEST FROM THE EAST LINE OF SAID LOT 116; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY FACE OF SAID BRICK BUILDING A DISTANCE OF 24.23 FEET TO ITS INTERSECTION WITH A SOUTHWARD PROLONGATION OF THE WEST LINE OF SAID LOT 116; THENCE NORTH ALONG SAID SOUTHWARD PROLONGATION AND ALONG THE WEST LINE OF LOT 116, A DISTANCE OF 2.17 FEET TO THE NORTHWEST CORNER OF LOT 116 AND THENCE EAST ALONG THE NORTH LINE OF LOT 116 A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.)

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TRUST RIDER TO EQUITY LINE OF CREDIT MORTGAGE (For use with Land or Personal Trust)

This Rider is dated April 5, 1999 and is a part of and amends and supplements the Equity Line of Credit Mortgage ("Mortgage") of the same date executed by the undersigned ("Borrower") to secure an Equity Line of Credit Agreement ("Agreement") of the same date to LaSalle National Bank, a national banking association ("LaSalle"). The Mortgage covers the property described in the Mortgage and Trust Rider To Mortgage ("Mortgage Rider") and located at:

1032-1934 North Seminary, Chicago, Illinois 60614

The Borrower agrees that the Mortgage is amended and supplemented as follows:

- A. The property covered by the Mortgage (referred to as "Property" in the Mortgage), includes, but is not limited to, the right of the Borrower or of any beneficiary of the Trust (defined below) to manage, control or possess the Property or to receive the net proceeds from the rental, sale hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon, shall, at LaSalle's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without LaSalle's prior written permission. "Sale or transfer" means the conveyance of property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests. Sale or transfer shall exclude (i) the creation of a lien or encumbrance subordinate to the Mortgage; (ii) the creation of a purchase money security interest for household appliances; or (iii) transfer by devise, descent, or by operation of law upon the death of a joint tenant.
- C. The Borrower warrants that it has/have full power and authority to execute the Mortgage and this Rider.

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for review

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- D. The Mortgage is executed by the Borrower, not personally but as Trustee/Co-Trustees in the exercise of the authority conferred upon it/them as Trustee/Co-Trustees under Trust Agreement dated May 14, 19 96, and known as the Seminary Trust ("Trust"). The Borrower is/are not personally liable on the Agreement secured by the Mortgage, nor is/are the Borrower liable for (i) any indebtedness arising pursuant to the terms of the Mortgage; or (ii) the performance of any covenant, either express or implied contained in the Mortgage. All such liability, if any, is hereby expressly waived by LaSalle.

By: _____
Trustee/Co-Trustee as aforesaid
Ronald C. Futterman, as Trustee
By: Ronald C. Futterman _____
Trustee/Co-Trustee as aforesaid

MTGRDR:WP5.1

COOK

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Property of Cook County Clerk's Office

TRUSTEE'S CERTIFICATION

Ronald C. Futterman, as trustee of the Seminary Trust Dated May 14, 1996, submits this Certification to LaSalle National Bank ("Bank") for the purpose of inducing it to grant a loan dated April 5, 1998, to Robert C. Howard as grantor under this trust and to Robert C. Howard, individually.

I, as trustee, certify to the Bank that:

1. The above identified trust instrument and amendments to it, if any, contain provisions that specify, among other things, the rights, powers, limitations and immunities applicable to the trustee, beneficiaries and others which are listed in this Certification;
2. The trustee has the power to enter into contracts with the Bank for every type of credit facility that it offers to its customers for the benefit, separately or jointly of the trust, the trustee in fiduciary capacity, the trustee in individual capacity, the beneficiaries and non-beneficiaries of the trust;
3. The trustee has the power to assign, mortgage, pledge or otherwise encumber any part or all of the trust estate as collateral for any credit facility that the trustee has contracted for with the Bank;
4. The Bank is not obliged to inquire as to the trustee's powers or to see to the application of any money or property delivered to the trustee and may assume that the trust is in full force and effect, that the trustee is authorized to act and that acts are in accordance with the provisions of the trust instrument;
5. Every statement in this Certification applies to all extensions, renewals and modifications of the above described credit facility;
6. Every statement in this Certification applies equally to both the initial and successor trustees of the trust.

Dated: 4/5/99

Ronald C. Futterman, Trustee, as Trustee
 Ronald C. Futterman, as Trustee of the Seminary Trust

Robert C. Howard
 Robert C. Howard as Grantor and individually

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