



99766094

99766094

875/23728 001 Page 1 of 9
1999-08-11 15:24:50
Cook County Recorder 71.00

JOINDER

Reference is made to that certain Second Mortgage, Assignment of Rents and Security Agreement dated as of June 1, 1999 (the "Second Mortgage") from MJH Education Assistance Illinois III LLC, an Illinois limited liability company, to Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance corporation, with a Joinder by DePaul University, an Illinois not-for-profit corporation, which Second Mortgage was filed for record in the office of the Recorder of Cook County, Illinois on August 5, 1999 as Instrument No. 9974525 and creates a second mortgage lien on the land described in Exhibit A ("Land"), together with improvements thereon and appurtenances thereto. Terms used in this Joinder shall have the meanings given thereto in the Second Mortgage.

9Pw

Each of the undersigned (each a "Joining Party") hereby joins in the Second Mortgage solely for the purpose of expressly and specifically subjecting all of such Joining Party's right, title and interest in and to the Mortgaged Property (as fee owner of a portion of the Land) heretofore acquired, now owned or hereafter acquired, to the Lien of the Second Mortgage, as security for the payment of the Indebtedness Hereby Secured. In the event that the Mortgagee exercises its remedies under the Second Mortgage, and in the event that as a result of such exercise proceeds are available for distribution pursuant to Section 10 of the Second Mortgage, each Joining Party waives, to the full extent permitted by law, any right to receive any portion of such proceeds if and to the extent such proceeds do not exceed the amount at such time due and owing on the Notes and the Series 1999G Capital Certificate (as defined in the Indenture). Each Joining Party assumes no personal liability for the payment of the obligations of the Owner under the Reimbursement Agreement or the performance by the Owner of its obligations under the Second Mortgage or under any of the other Second Mortgage Documents therein mentioned, and the Mortgagee by its acceptance of the Second Mortgage waives any such personal liability on the part of such Joining Party and agrees to look solely to the security of this Second Mortgage and any other instrument of security heretofore or hereafter given by the Owner for the purpose of securing the obligations of the Owner under or in respect of the Reimbursement Agreement and the Second Mortgage and any agreements herein mentioned and to the remedies respectively set forth and prescribed herein and in any other instrument of security herein mentioned.

7815 339 D2
1 all
by

Nothing contained herein shall be construed to impose upon any Joining Party or its successors and assigns, any duty to do any act or thing, or any obligation or liability for the payment of money whether upon the obligations secured by the Second Mortgage or by reason of any other provision of the Second Mortgage or any other documents evidence or securing the Indebtedness Hereby Secured.

This Joinder is being executed in any number of Counterparts, each of which is an original and all of which are identical. Each Counterpart of this Joinder is to be deemed an original hereof and all Counterparts collectively are to be deemed but one instrument.

BOX 333-CTI

UNOFFICIAL COPY

99766094

IN WITNESSETH WHEREOF, each Joining Party has caused this Joinder to be duly executed as of this 3rd day of August, 1999.

LAKESIDE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 25, 1998 AND KNOWN AS TRUST NO. 10-1932

AND NOT PERSONALLY

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF,

By: *D. W. Roberts*
Its: ACE - PRESIDENT & TRUST OFFICER

LAKESIDE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1998 AND KNOWN AS TRUST NO. 10-1972

By: *D. W. Roberts*
Its: ACE - PRESIDENT & TRUST OFFICER

LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 23, 1995 AND KNOWN AS TRUST NO. 119499

By: _____
Its: _____

UNOFFICIAL COPY

99766094

IN WITNESSETH WHEREOF, each Joining Party has caused this Joinder to be duly executed as of this 3rd day of August, 1999.

LAKESIDE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 25, 1998 AND KNOWN AS TRUST NO. 10-1932

By: _____
Its: _____

LAKESIDE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1998 AND KNOWN AS TRUST NO. 10-1972

By: _____
Its: _____

LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 28, 1995 AND KNOWN AS TRUST NO. 115499

By: William Berg
Its: ASSISTANT VICE PRESIDENT

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, in accordance with the scope of the power and authority conferred upon and vested in it by such Trusts. All the terms, provisions, stipulations, covenants and conditions set forth herein are performed by LASALLE BANK National Association as trustee under and in accordance with the Trusts, as aforesaid, and not individually or jointly. No liability shall be incurred by LASALLE BANK National Association by virtue of its execution of this instrument. All the terms, stipulations, covenants and conditions contained herein are intended.

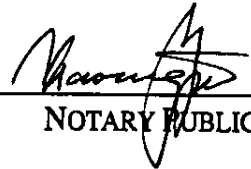
UNOFFICIAL COPY

99766094

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 3rd day of August, 1999, by David Pinkerton, the Senior Vice President of Lakeside Bank, an Illinois banking corporation, as Trustee under Trust Agreement dated March 25, 1998 and known as Trust No. 10-1932, on behalf of the bank.





NOTARY PUBLIC

My Commission Expires: 1-19-2003

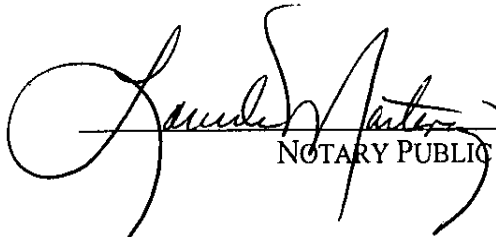
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

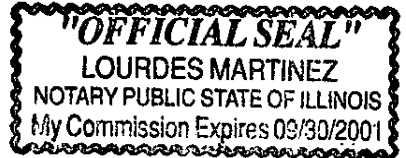
99766094

The foregoing instrument was acknowledged before me this 6th day of August, 1999, by Robert Ben, the ASSISTANT VICE PRESIDENT of LaSalle Bank National Association, a national banking association, as Trustee under Trust Agreement dated April 28, 1995 and known as Trust No. 119499, on behalf of the bank.



NOTARY PUBLIC

My Commission Expires: _____



Property of Cook County Clerk's Office

UNOFFICIAL COPY



Lakeside Bank

99766094

55 WEST WACKER DRIVE • CHICAGO, ILLINOIS 60601-1699 • (312) 435-5100

AGREEMENT RIDER

This agreement is executed by **LAKESIDE BANK**, not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of the Trustee, including those as to title, are those of the Trustee's beneficiary only. Any and all personal liability of **LAKESIDE BANK** is hereby expressly waived by the parties hereto and their respective personal representatives, estates, heirs, successors and assigns.

UNOFFICIAL COPY

EXHIBIT A

99766094

(to Second Mortgage, Assignment of
Rents and Security Agreement)

DESCRIPTION OF REAL PROPERTY

PARCEL 1:

LOTS 1 TO 11, BOTH INCLUSIVE, IN TOMLINSON'S SUBDIVISION OF THE NORTH PART OF SUB-BLOCK 2 OF THE NORTHWEST 1/4 OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1888 AS DOCUMENT 1010357, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 9 THROUGH 18, INCLUSIVE, (EXCEPT THEREFROM THE NORTH 16 FEET OF LOT 9), AND ALL THAT PART OF THE 16' WIDE NORTH SOUTH ALLEY AS VACATED PER DOCUMENT NUMBER 20910096 LYING EAST OF SAID LOTS 9 THROUGH 18, IN THE SUBDIVISION OF THE NORTHWEST 1/4 OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 23, 1876 AS DOCUMENT NUMBER 111964, ALL IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 28 (EXCEPT THEREFROM THE SOUTH 10 FEET 8-1/2 INCHES), AND ALL OF LOTS 29 AND 30 IN THE SUBDIVISION OF THE NORTHWEST 1/4 OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 23, 1876 AS DOCUMENT NUMBER 111964 IN BOOK 12 OF PLATS, PAGE 32; ALSO LOTS 12 TO 18, BOTH INCLUSIVE, AND THE PORTION OF THE 16 FOOT WIDE ALLEY LYING NORTH OF, AND ADJOINING, SAID LOT 12 IN TOMLINSON'S SUBDIVISION OF THE NORTH PART OF SUB-BLOCK 2 OF THE NORTHWEST 1/4 OF BLOCK 11 IN SAID SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1888 AS DOCUMENT NUMBER 1010357, ALL IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

COUNTY, ILLINOIS.

Address: 1135 & 1157 W. Fullerton
N/E/C Belden & Racine (1158 W. Belden)
2332-2346 Clifton
Chicago, Illinois

PIN Nos.: 14-32-200-001-0000
14-32-200-002-0000
14-32-200-013-0000
14-32-200-014-0000
14-32-200-015-0000
14-32-200-016-0000
14-32-200-017-0000
14-32-200-018-0000
14-32-200-023-0000
14-32-200-024-0000

Property of Cook County Clerk's Office