

DATE: February 1, 1989

NOTE IDENTIFIED

(This is a First Mortgage Securing a Construction Loan)

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned, NBD TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, a corporation organized and existing under the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated April 18, 1986, and known as Trust Number 3578AH, (hereinafter referred to as the Mortgagor), does by these presents Mortgage, grant, remise, release, alien and convey unto ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America (hereinafter referred to as the Mortgagee or the Association), its successors and assigns the following real estate situated in the County of Cook, in the State of Illinois, to wit:

SEE RIDER "A" ATTACHED FOR LEGAL DESCRIPTION

COMMONLY KNOWN AS: ARLINGTON ON THE PONDS -- MULTI-FAMILY
Building Sites 1-4 & 29-31
LOCATED ON COURTLAND DRIVE
NORTH OF THOMAS AVENUE
ARLINGTON HEIGHTS, ILLINOIS

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, attached floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves, water heaters and washing and drying machines (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises, either now due or hereafter to become due, all of which are hereby pledged, assigned, transferred and set over unto the Mortgagee (and hereinafter referred to as the "Property").

TO HAVE TO HOLD all of said property, with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE:

1. The payment of a Promissory Note (hereinafter "Note"), executed concurrently herewith by the Mortgagor and delivered to the Mortgagee, bearing even date herewith in the principal sum of THREE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,800,000.00) which Note, together with interest thereon as therein provided the Mortgagor promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinbefore specifically described, in monthly installments of interest only with all outstanding accrued interest, principal and other amounts as therein and herein provided being due February 1, 1991, unless extended to August 1, 1991, as provided in said Note. Provisions governing the calculation and payment of interest are contained in the Note, which provisions are incorporated herein and made a part hereof. Paragraphs 3 and 4 of said Promissory Note provide for changes in the interest rate and the monthly payments, which provisions are incorporated herein and made a part hereof.

- 2. Additional advances in an amount up to and including \$100,000.00
- 3. Payments and Maturity Date of Loan: See Note
- 4. Interest Rate Changes: See Note

PLAT WITH THIS DOCUMENT

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Handwritten notes: "Description appears on page # 1451031" and "Date of prep 3/13/89" with a circled signature.

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The MORTGAGOR covenants and agrees:

A. 1. To pay said indebtedness and the interest thereon as herein and in said Promissory Note, provided, or according to any agreement extending the time of payment thereof;

2. To pay or cause to be paid on or before the due date:

(a) All taxes and charges on account of the use, occupancy or operation of the property, including but not limited to all sales, use, occupation, real and personal property taxes, tax equivalents, all permit and inspection fees, occupation and license fees and all water, gas, electric light, power or other utility charges assessed or charged on or against the property or on account of the undersigned's use or occupancy thereof or the activities conducted thereon or thereinto; and

(b) All taxes equivalents, assessments, general and special, ordinary and extraordinary, of every name and kind, which shall be taxes, levied, imposed, or assessed upon all or any part of the property, or the interest of the undersigned or the Association or either of them in and to the property.

If under applicable law, any such tax, charge, fee, rate, imposition or assessment may at the option of the taxpayer be paid in installments, the undersigned may exercise such option. The undersigned may contest any such tax, charge, fee, rate, imposition or assessment in full "under protest." The undersigned shall furnish the Association within thirty (30) days after the due date duplicate receipts for all payments of general real estate taxes or special assessments and, upon request of the Association, evidence satisfactory to the Association of the payment of all other taxes, charges, fees, rates, impositions or assessments.

3. To keep the improvements now or hereafter upon said premises insured against until said indebtedness is fully paid, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of loss under such policies, the Mortgagee is authorized to adjust collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts vouchers, releases and agreements to sign, upon demand, all receipts vouchers and releases required of it to be signed by the Mortgagee for such purposes; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but all payments required under the Note on this Mortgage shall continue until said indebtedness is paid in full.

4. Without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards, immediately after destruction or damage, to commence and complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises to substantially the same character as prior to such damage or destruction, unless the Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage;

5. To keep said premises in good condition and repair without waste, and free from any mechanic's lien or other lien or claim of lien not expressly subordinate to the lien hereof except that Mortgagee may (subject to Mortgagee's options contained in paragraph (B) hereof), in good faith and with reasonable diligence, contest the validity or amount of any Lien not expressly subordinated to the lien hereof and defer payment and discharge thereof during the pending of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the premises or any part thereof, or any interest therein, to satisfy such Lien; (ii) that, within ten (10) days after Mortgagee has been notified of the assertion of such Lien, Mortgagee shall have notified Mortgagee in writing of Mortgagee's intention to contest such Lien; and (iii) that Mortgagee shall have deposited with Mortgagee at its office in Arlington Heights, Illinois or at such other place as Mortgagee may from time to time in writing require, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee such increase is needed. Such deposits are to be held without any allowance of interest. If Mortgagee shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the Lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option apply the money so deposited in payment of or on account of such Lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Lien, together with all interest thereon, Mortgagee shall, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such Lien or that part thereof then

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unpaid, together with all interest thereon (provided Mortgagee is not then in default hereunder) when so requested in writing by Mortgagee and when furnished by Mortgagee with sufficient funds to make payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

6. Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act.

7. To comply with all requirements of law with respect to the mortgaged premises and the use thereof;

8. Not to make, suffer or permit without the written permission of the Mortgagee being first had or obtained:

a. any use of the property for any purpose other than that for which it is now used,

b. any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on said property,

c. any purchase on conditional sale, lease or agreement under which a title is reserved in vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. In the event of failure of the undersigned to make any payment of whatever nature, periodic or otherwise, required by the terms hereof or by the provisions of said Note secured hereby, the Association may, at its option, discharge such obligation of the undersigned by itself advancing such payment and may, at its option, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or redeem from any tax sale or forfeiture affecting the property or contest any tax assessment; and in that event, all such advances shall be added to the unpaid balance under said Note as of the day on which such advance is made, and the advance and interest thereon shall be secured hereby.

C. This Mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this Mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the Mortgage debt and shall increase the unpaid balance of the Note hereby secured by the amount of such advance and shall be a part of said Note indebtedness under all of the terms of said Note and this contract as fully as if a new such Note and contract were executed and delivered. An additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to such indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect its lien hereof; that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes (including reasonably attorney's fees and other expenses) and such moneys, together with interest thereon at the rate applicable under the terms of the Note hereby secured shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said Note and obligation whether the entire amount shall have been advanced to the Mortgagee or at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the Mortgage indebtedness under the terms of this Mortgage contract.

F. At the option of the holder of the Note and obligation hereby secured and without notice to the Mortgagee, or to any endorser or guarantor of said Note, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in said Note or Mortgage to the contrary become immediately due and payable (1) if the Mortgagee sells or conveys, contracts to convey, or further encumbers said premises or any portion thereof, or (2) if ownership of said premises becomes vested in a person other than the undersigned, or (3) if the owner or owners, as of the date of the execution of this Mortgage, of a beneficial interest under the Trust Agreement described in the first paragraph hereof assign, transfer, or encumber said beneficial interest or any portion thereof or (4) if said beneficial interest or a portion thereof becomes vested in a person other than the owner or owners aforesaid; nor shall acceptance of any payment required by said Note or on account of said indebtedness after the occurrence of any such contingency be taken as a waiver of such option.

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G. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or if proceedings in bankruptcy be instituted by or against the Mortgagor or the said owner or owners of a beneficial interest under the said trust agreement, or if the Mortgagor or the said owner or owners of a beneficial interest under said trust agreement make an assignment for the benefit of their creditors or if their property be placed under control of, or in custody of, any Court or if the Mortgagor abandons any of said property then and in any of said events, the Mortgagor is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor or the owner or owners of a beneficial interest under the said trust agreement, and apply toward the payment of said Mortgage indebtedness, any indebtedness of the Mortgagor to the Mortgagor, and said Mortgage may also immediately proceed to foreclose this Mortgage, and in several parts separately.

H. Mortgagor may employ counsel for advice of other legal services at the Mortgagee's discretion in connection with (a) any dispute of whatever nature as to the debt hereby secured or the lien of this instrument or any litigation to which the Mortgagee may be made a part on account of this lien or which may affect the title to the property securing the indebtedness hereby secured, or which may affect said debt or (b) preparations for the commencement of or for conduct of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not such suit is actually commenced. Mortgagee may, in connection with any of the matters in this paragraph mentioned, pay and incur at its discretion all expenses (which may be estimated as to items which are to be expended after entry of a foreclosure decree), including but not by way of limitation, court costs, publication expense, expenses of title examination, guaranty policies, recording fees, Torrens Certificates, and Sheriff's or Magistrate's commission. All such items of expense in this paragraph mentioned including reasonable attorney's fees shall become so much additional indebtedness secured hereby and shall be immediately due and payable by the Mortgagor with interest thereon at the rate then applicable under the terms of the Note hereby secured.

I. In case the mortgaged property, or any part thereof, shall be taken by eminent domain or condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assigns. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award and any claim for damages for any of the property taken or damaged under the power of eminent domain or by condemnation.

J. All easements, rents, issues and profits of said premises are specially pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement be written or verbal, and it is the intention hereby to pledge said rents, issues and profits on a party with said real estate and not secondarily, and such pledge shall not be deemed merged in any foreclosure decree.

K. No failure even though repeated by holder to exercise any option contained in this Mortgage or in the Note which it secures, and no waiver, even though repeated, of performance of any of the covenants contained in either such instrument, shall in any way affect the right of holder thereafter to exercise such option, or to require or enforce performance of such covenant.

L. That upon the commencement of any foreclosure proceeding hereunder, the court in which suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under it, and without regard to the solvency of the person or persons, if any, liable for the payment of the indebtedness secured hereby, the Mortgagor, or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver or Mortgagee in Possession (Mortgagee or any other holder of the Note may be appointed such receiver or Mortgagee in possession) with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption (if any), and such rents, issues and profits, when collected, may be applied, before as well as after the foreclosure sale and before as well as after any redemption by any person, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for

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the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in person or not, and if a receiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, irrespective whether there be redemption or not, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver, but he may elect to terminate any lease junior to the lien hereof.

M. That the Mortgage shall be released by Mortgagee by proper instrument upon payment to it of all indebtedness secured hereby, delivery of a full and complete Irrevocable Letter(s) of Credit described in Paragraph N hereof, and the payment to Mortgagee of a reasonable release fee which shall be so much additional indebtedness secured hereby. In addition, Mortgagee shall issue partial releases upon any way with the Mortgagee or the Guarantor under the Note, upon satisfaction of the following conditions for each such release:

1. The real estate has been divided into units pursuant to duly approved and recorded condominium declaration;
2. Mortgagee has received an endorsement to its Policy of title insurance reflecting the release of the unit and continuing the title insurance on the unreleased portion of the real estate;
3. Mortgagee has received payment of the Release Amount of \$117,000.00 per individual condominium unit for which a partial release is requested.

4. All payments required under this mortgage and the Note it secures are current, Mortgagee shall not be in default of any provision whatsoever of this Mortgage and the Note it secures, and there shall be no claim pending, threatened or likely to be initiated against Mortgagee under the Irrevocable Letter(s) of Credit described in paragraph N hereof.

N. The Association may issue its Irrevocable Letter(s) of Credit in favor of the Village of Arlington Heights in connection with the installment of certain site improvements to the property. Any claim or demand made on said Irrevocable Letters of Credit shall constitute default under this Mortgage and, at the option of the Mortgagee and without notice to the undersigned or any maker, surety, endorser or guarantor under the Note secured by this Mortgage, all unpaid indebtedness evidenced by this Mortgage or the Note which it secures shall, at the option of Mortgagee, become immediately due and payable.

O. That the Mortgagee may retain its own consultant to advise it with respect to completion of the improvements on the Property. Mortgagee shall promptly reimburse Association for all fees and expenses of said consultant which it incurs; however, said fees will not exceed \$150.00 per inspection.

P. Mortgagee represents and has been advised by the beneficiaries of the land trust under which Mortgagee holds title to the property that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in paragraph 649 of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan within the purview and operation of said paragraph.

Q. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently, herewith, that whenever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and the singular, number as used herein, shall include the plural; that all the rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagee, and the successors and assigns of and of the trust estate, acquiring any interest or title to the mortgaged premises subsequent to the date hereof.

This Mortgage is executed by the Mortgagee 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 Mortgagee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by the Mortgagee, herein, 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 shall be construed as creating any personal liability on the Trustee or on any person beneficially interested in the property or funds at any time subject to said trust agreement because of or in respect of this Mortgage and the Note which secures it or the

agreement because of or in respect of this Mortgage and the Note which secures it or the

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COMMONLY KNOWN AS: Arlington on the Ponds - South building sites
29-31 and 1-4 located on Courtland Drive North of Thomas Avenue,
Arlington Heights, Illinois.

PIN: 03-21-100-008-0000

That part of Lot 1 in "Arlington on the Ponds I", being a
subdivision in the Northwest Quarter of Section 21, Township 42
North, Range 11 East of the Third Principal Meridian, in Cook
County, Illinois, according to the plat thereof filed in the
Office of the Registrar of Titles of Cook County, Illinois, on
May 27, 1987, as Document No. LR-3620381, described as follows:
Commencing at the southwest corner of said Lot 1; thence North 00
degrees 40 minutes 35 seconds West along the West line of said
Lot 1 a distance of 508.00 feet; thence North 89 degrees 19
minutes 25 seconds East a distance of 344.38 feet; thence South
00 degrees 40 minutes 35 seconds East a distance of 328.59 feet;
thence South 89 degrees 55 minutes 20 seconds West a distance of
30.48 feet to a point of curvature, said point being the point of
beginning; thence along a curve to the left, tangent to the last
described line, having a radius of 112.00 feet, an arc distance
of 144.71 feet (the chord of which bears South 52 degrees 54
minutes 32 seconds West) to a point; thence North 50 degrees 18
minutes 14 seconds West a distance of 148.63 feet; thence North
00 degrees 40 minutes 35 seconds West a distance of 154.34 feet;
thence North 82 degrees 19 minutes 25 seconds East a distance of
178.93 feet; thence South 07 degrees 40 minutes 35 seconds East a
distance of 174.84 feet to the point of beginning.

EXCEPTING THEREFROM THE PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

That part of Lot 1 in "Arlington on the Ponds I", being a
subdivision in the Northwest Quarter of Section 21, Township 42
North, Range 11 East of the Third Principal Meridian, in Cook
County, Illinois, according to the plat thereof filed in the
Office of the Registrar of Titles of Cook County, Illinois, on
May 27, 1987, as Document No. LR-3620381, described as follows:
Commencing at the southwest corner of said Lot 1; thence North 00
degrees 40 minutes 35 seconds West along the West line of said
Lot 1 a distance of 508.00 feet; thence North 89 degrees 19
minutes 25 seconds East a distance of 344.38 feet; thence South
00 degrees 40 minutes 35 seconds East a distance of 328.59 feet;
thence South 89 degrees 55 minutes 20 seconds West a distance of
30.48 feet to a point of curvature, said point being the point of
beginning; thence along a curve to the left, tangent to the last
described line, having a radius of 112.00 feet, an arc distance
of 144.71 feet (the chord of which bears South 52 degrees 54
minutes 32 seconds West) to a point; thence North 50 degrees 18
minutes 14 seconds West a distance of 148.63 feet; thence North
00 degrees 40 minutes 35 seconds West a distance of 154.34 feet;
thence North 82 degrees 19 minutes 25 seconds East a distance of
178.93 feet; thence South 07 degrees 40 minutes 35 seconds East a
distance of 174.84 feet to the point of beginning.

Rider "A"
Legal Description

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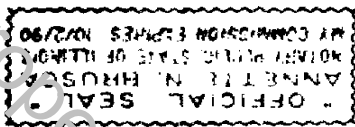
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ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION
25 East Campbell Street
Arlington Heights, Illinois 60005

and is to be mailed to:

Robert T. Kowall
Vice President

This instrument was prepared by:



My commission expires

Notary Public

Annette M. Hruska

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Given under my hand and Notarial Seal this 17th day of February, A.D. 19 89.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Anita D. Kraus, personally known to me to be the V.P. & Trust Officer of THE NBD Trust Company of Illinois, As Successor Trustee to the Bank and Trust Company of Arlington Heights, a corporation, and Lawrence J. Kraus, personally known to me to be the V.P. & Trust Officer of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Trust Officer of said corporation and caused the corporate seal of said corporation to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF)
COUNTY OF)

By: *Anita D. Kraus* Vice President & Trust Officer
Lawrence J. Kraus Vice President & Trust Officer

NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee To, THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, as Trustee aforesaid and not personally

IN WITNESS WHEREOF, the Mortgagor, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President & Trust Officer, and its corporate seal to be affixed and attested by its Vice President & Trust Officer, this 17th day of February, A.D. 19 89, pursuant to authority given by resolution, duly passed by the Board of Directors of said corporation. (AFFIX SEAL)

making, issue or transfer thereof, all such liability, if any, being expressly waived, and that any recovery on this Mortgage 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 any co-signer, surety, endorser or guarantor of said Note.

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14/03/09

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Submitted by
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Address
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City
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State
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