

Property Address: 4724-30 W. Rice Street Chicago, Illinois 60651

Permanent Index Numbers: 16-03-313-050 and 16-03-313-049

(Space above this line for recording purposes)

REAL ESTATE MORTGAGE

To Secure a Loan From LAKESIDE BANK

1. DATE AND PARTIES. The date of this Roal Estate Merigage (Mortgage) is November 20, 1989, and the parties and their mailing addresses are the

MORTGAGOR:

LAKESIDE BANK AS TRUSTEE, NOT PERSONALLY, U/T/A DATED 11/15/89 AIKIA T', UPT NO. 10-1425 141 W. JACKSON F. V D., ST. 12/2A CHICAGO, ILLINOIS 30004

Tax I.D. # _____

LAKESIDE BANK

an ILLINOIS banking corporation 141 W. Jackson Blvd. Suite 1212 Chicago, Illinois 80804 Tax I.D. # 36-2583514 (as Mortgageo)

2. OBLICATIONS DEFINED. The term "Obligations" is defined and includes the following:

(A. a promissory note, No. 3305, (Note) dated November 1989 and executed by LAKESIDE BANK AS TRUSTEE, NOT

(PERSONALLY,U/T/A DATED 11/18/89 A/K/A TRUST NO. 10 1/25 (Bentower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the principal amount of \$185,000.00, and all existence, renewals, modifications or substitutions thereof;

all luture advances by Bank to Borrower, to Mortgagor, to any one of them and to any one of them and others (regardless of whether or not

this Mongage is specifically referred to in the evidence of indebtedness; an egard to such future and additional indebtedness); all additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property and its value, and any other sums advanced, and expenses incurred, by Ban's pursuant to this Mortgage, plus interest at the rate provided for in the Note:

all other obligations to the extent the taking of the Collateral as accurity therein is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Berrower's, and/or Mortgage a cohall as authorized by this Mortgage and liabilities as guarantor, endersor or surety, of Borrower to Bank, now existing or hereafter arising the or to become due, direct or indirect, absolute or contingent, primary or accordary, liquidated or unliquidated, or joint, acveral, or joint and several; and

Borrower's performance of the terms in the Note and Mortgagor's performance of any terms with Mortgage, any deed of trust, any trust doed, any other mongage, any doed to secure dobt, any assignment of beneficial interest, any than agreement, any construction loan agreement, any security agreement, any guaranty agreement or any other agreement which society, guaranties or otherwise relates to the Note or Lonn.

MAXIMUM OBLIGATION LIMIT. The total principal amount (exclusive of interest, attorneys' fees, paralegrafices, costs and other legal expenses) of the Obligations secured by this Mortgage, not including however any sums advanced for the projection of the Property or Bank's interest therein, shall not exceed the sum of \$330,000.00, provided, however, that nothing contained nersin shall constitute a commitment to make additional or future loans or advances in any amounts.

CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgago), Mortgagor hereby bargains, grants, mortgagos, sells, convoys and warrants to Bank, as Mortgagos, the following described property (Property):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

altuated in COOK COUNTY, ILLINOIS, together with all buildings, improvements, fixtures and aquipment now or hereafter attached to the Property, trickeding, but not limited to, all heating, air conditioning, contitation, plumbing, cooling, electrical and lighting fixtures and equipment; all tandscaping; all exterior and interior improvements; all easements, issues, rights, appurtenances, rents, revalles, oil and gas rights, privileges, proceeds, profile, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinalter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgager does hereby bind Mortgager to warrant and forever defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and walves all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note accrues interest from November 28, 1989 on the unpaid principal balance at Bank's Prime Rate, plus 1,76 percentage points, per annum as adjusted and announced from time to time until the Note matures of the obligation is accolorated. All adjustments to the interest rate will be made when the Prime Rate changes. Any increase in the interest rate will take the form of

Mortgage

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Property of Cook County Clerk's Office

EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Mortgage (Mortgage) dated November 29, 1989, by and between the tollowing parties:

MORTGAGOR:

LAKESIDE BANK AS TRUSTEE, NOT PERSONALLY, UIT/A DATED 11/18/80 AK/A TRUST NO. 10-1428 141 W. JACKSON BLVD., ST.1212A CHICAGO, ILLINOIS 60604 Tax I.D. # -

BANK:

LAKESIDE BANK nn ILLINOIS banking corporation 141 W. Joskson Blvd. Suite 1212 Chica | Innois 60604 Tax I.D. # 22-2583514 (40 គ្រាប់ព្រះពេល)

The properties hereinafter devertied are those properties referred to in the Mortgage as being described in Exhibit "A":

PARCEL 1: LOT 30, LOT 31, AND LOT 32 (EXCEPT THE EAST 3.23 FEET THEREOF) ALL IN BLOCK 14, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST (/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: THE EAST 3.23 FEET OF LOT 32, ALL OF LOTS 33, 34, 35 AND 36 AND THE WEST 2.23 FEET OF LOT 37, ALL 'N TLOCK 14 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ADDRESS 4724-30 W. RICE STREET, CHICAGO, ILLINOIS. PERMANENT INDEX NUMBER: 18-03-313-050 AND 16-03-313-049. NOINT COUNTY CONTROL



SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

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higher payment amounts. After maturity or acceleration, the Loan shall bear interest at rate specified in the paragraph entitled "DEFAULT INTEREST" in the Note on the balance of the Loan which is not paid at maturity or acceleration until paid in full. The Loan and Note are limited to the maximum in the Note on the balance of the Loan which is not paid at maturity or acceleration until paid in full. lawful amount of Inforest (Maximum Lawful Interest) permitted under applicable federal and state laws. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower.

"PRIME RATE" or "PRIME" means the rate of interest announced by the Bank as its PRIME RATE. That Prime Rate will fluctuate from time to time. The effective interest rate today is 12.25% per annum (which is Bank's Prime Rate today of 10.5%, plus 1.75 percentage points). Bank's Prime Rate today is not necessarily the lowest rate at which Bank lends its funds. The Prime Rate is only an index rate from which interest rates actually charged to customers may be measured. The use of the Primo Rate is for convenience only and does not constitute a commitment by Bank to lend money at a professed rate of interest.

interest shall be computed on the basis of a 360-day year and the actual number of days elapsed,

Principal is due and payable in 120 monthly payments of \$1,375.00 on the 28th day of each month, beginning December 28, 1989. Accrued interest is due and payable in 120 monthly payments on the 28th day of each month, beginning December 28, 1989. Unless paid sooner all unpaid principal and accrued interest shall be due and payable on November 28, 1989. These payment amounts are based upon timely payment of each installment.

- LIENS AND ENCUMPRANCES. Mortgagor warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever. Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or agrains the Property or any part thereof. Mortgagor may in good falls contest any such tien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its toroclosure or execution.
- 7. ASSIGNMENT OF LEASES AND CENTS. Mortgagor covenants and agrees to keep, observe and perform, and to require that the tonants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property. In case Mortgagor shall neglect or roluse to do so, then Bank ries, at Bank's option, perform and comply with, or require performance and compliance by the lenants red provisions. Any sums expended by Bank in performance or compliance thereof from the date of such performance or compliance by the tenants (including costs, expenses, alterneys to see and paralogal foon) shall accure interest from the date of such performance of the performance of the compliance by the tenants (including costs, expenses, alterneys to Bank upon deputing and shall be designed a part of the date of such performance of the performance of the Chilesians and shall be designed a part of the date of such performance at the performance of the Chilesians and paralogal foon) shall accure interest at the performance of the Chilesians and performance and performance and performance and performance and performance of the performance of the control of the performance of the performance and performa expenditures at the same rate as the Obligations and shall be paid by Mortgagor to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

in addition to the covenants and terms herein contained and not in limitation thereof, Mortgager covenants that Mortgager will not in any case cancel, abridge or otherwise modify tenancies, sublemacies, leases or sublemses of the Property or accept prepayments of installments of rent to become due thereunder. The Obligations shall become dur at the option of Bank If Mortgagor Inits or reluses to comply with the provisions of this paragraph. Each lease of the Property shall provide that, in 1 a event of enforcement by Bank of the remedies provided for by law or by this Mortgage, any person succeeding to the interest of Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance. All leases make with tenants of the Property shall provide that their lease socialities shall be treated as trust funds not to be commingled with any other funds of Mortgagor shall on domaind furnish to Bank satisfactory evidence of compliance with this provision together with a verified statement of all to use accurities deposited by the tenants and copies of all leases.

EVENTS OF DEFAULT. Mortgagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default are:

A. Fallure by any person obligated on the Obligations to make payment when dur, thereunder, or

B. A default or breach under any of the terms of this Morigage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, doed to secure debt, doed of trust, trust doed, or any other document or instrument evidencing, guarantying, securing or otherwise relating to the Obligations; or

The making or furnishing of any verbal, or written, representation, statement or warrant, to Bank which is, or becomes, false or incorrect in any material respect by, or an behalf of, Merigagor, Berrower, or any co-signer, endersor, street or gustanter of the Obligations; or The death, dissolution or insolvency of, the appointment of a receiver by or on the behalf of, he casignment for the behalf of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debter relief law by or against, Merigagor, Berrower, or any co-signer, endorser, study or guaranter of the Obligations; or

E. A good faith bollof by Bank at any time that Bank is insecure, that the prospect of any payment is impaired or that the Property or Collaboral

F. Failure to pay and provide preaf of payment of any lax, assessment, rant, insurance premium or escrew on or potential due date; or

- G. A transfer of a substantial part of Mortgagor's money or property; or
 H. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as perallular in the paragraph below entitled "OUE ON SALE OR ENCUMBRANCE".
- 9. REMEDIES ON DEFAULT. At the upilon of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or domand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may immediately invoke any or all other remedies provided in the Note, Mortgage or Related Documents. All rights and remades are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.
- 10. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, ductare the antice balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any ion, encumbrance, transfer, rate or contract to transfer or sell by Mortgagor. Lapse of time or the acceptance of payments by Bank after such creation of any lien, encumbrance, transfer, sale or contract to transfer or sell shall not be deemed a walver or estopped of Bank's right to accelerate the Note. If Bank exercises such option to accelerate, balk shall mall, by certified mail or otherwise, Mortgagor notice of acceleration to the additions of Mortgagor shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sume declared due. If Mortgagor fails to pay such sums prior to the contraction of the payable to the provider and such payable. This coversal shall expiration of such period, Bank may, without further notice or demand on Mortgagor, invoke any remedies permitted on Default. This coverant shall run with the Property and shall remain in affect until the Obligations and this Mortgage are fully paid.

in the preceding paragraph, the term "Property" also includes any interest to all or any part of the Property; the phrase "sells or transfers" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outlight sale, deed, installment contract sale, land contract for deed, leauchold interest with a term greater that 3 years, leave-option contract or any other method of conveyance of the

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Property interests; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, cheste or incheste, any of which is superior to the lien created by this Mortgage.

- 11. POSSESSION ON FORECLOSURE. If an action is biquight to foreclose this Mortgage for all or any part of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession as Mortgagos in possession of the Property to the extent not prohibited by law, or the court may appoint or piacement of mortgagos in possession, and Mortgagor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profile nitially therefore. Any moneys so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.
- 12. PROPERTY OBLIGATIONS. Mortgagor shall promptly pay all taxes, assossments, levies, water tents, other rents, insurance premiums and all amounts due on any ancumbrances, il any, as they become due. Mortgager shall provide willon proof to Bank of such payment(s),
- 13. INSURANCE. Mortgagor shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank, in an amount at loast equal to the amount of the Obligations. Such insurance shall contain the standard "Mortgages Clause" and shall name and endorse Bank as mortgagoo. If an insurer elects to pay a life or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Merigage or to have said Property repaired or rebuilt. Merigager shall deliver or usues to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Mortgagor shall pay ... o remiums required to maintain such insurance in offect until such time as the requirement for such insurance terminates. In the event Mortgagor falls to pay such premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below entitled "BANK MAY PAY".
- 14. WASTE. Mortgagor shall not closed or encumber the Property to the projudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and marches of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used not in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, i cli des, but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor shall comply with and not call any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.
- 15. CONDITION OF PROPERTY. As to the Property, Ma Igagur shall:

- A. keep all buildings occupied and keep all buildings, structures and improvements in good repair.

 8. rairain from the commission or allowance of my acts of wasto, removal, demolition, or impairment of the value of the Property or
- C. not cut or remove, or permit to be cut or removed, any in just or timber from the Property.

D. not permit the Property to become subject to or contaminated by or with waste.

E. prevent the spread of nexious or dismaging weeds, preserve and prevent the province of the soil and continuously practice approved methods of farming on the Property if used for agricultural purporas.

To the best of Mortgager's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgager makes this affirmative warranty fully intending Bank to rely upon it in extending the Loan to Mortgager.

- 16. SPECIAL INDEMNIFICATION. Mortgager agrees to protect, indemnity, defend and had harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, sulle, losses, dampies (including, without fimilation, punitive damages, if pointified by law), violations, environmental response and/or clean-up costs, fines, penalties and expenses (including, without limitation, reasonable counsel toos, cost and expenses incurred in investigating and defending against the assertion of such liabilities, as such fees, costs and expenses are incurred), of any nature whatsoever, which may be sustained, suffered or incurred by Bank trased upon, without limitation: the ownership and/or operation of the Property and all activities rotating thereto; any knowing or material misropresentation of material breach of warranty by Mortgagor; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1-80 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soll and blots, and any private suits or court injunctions.
- 17. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagor pilor notice of any such inspection.
- 18. PROTECTION OF BANK'S SECURITY. II Mortgagor falls to perform any covenant, obligation or agreement contained in the tible, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, ominent domain, insolvency, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law of otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the
- 19. COLLECTION EXPENSES. In the event of any action by Bank for collection of the Obligations, for projection of the Property or for foreclosure, Mortgagor agrees to pay all lees and expenses incurred in connection therewith, including but not limiting the generality thereof, filling tees, stanographer less, Wilness fees, costs of publication, costs of procuring abstracts of tille, Torrens cartificate, toroctosure minutes, tille insurance policies, reasonable alterneys' loss, paralegal less and costs. All such less and expenses shall be added to the principal due under the Obligations and shall bear interest at the rate provided for by that obligation as of the date of the payment and such payments shall be part of the lien herein provided and shall be secured by that lien.
- 20. CONDEMNATION. In the event all or any part of the Property (Including but not limited to any easument therein) is sought to be taken by private taking or by virtue of the law of aminent domain. Mertgager will promptly give written notice to Bank of the institution of such proceedings. Morigagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Morigagor also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation,

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dilch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent demain, change of grade, or offer proceeding shall, at the option of Bank, be paid to Bank. Such awards of compensation are hereby assigned to Bank, and judgment therefor chall be entered in favor of Bank,

When paid, such awards shall be used, at Bank's option, lowerd the psymbols of the Obligations of payment of taxes, assessments, repairs or other lions provided for in this Mortgage, whether due or not, at in such order and manner as Bank may determine. Any amount not so used shall be applied to the Obligations. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condomination action, finaling or proceeding, Morigagor shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralogal fees, court costs and other expanses.

- 21. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Morigage, any loan documents or the existence of any Obligations of in which Bank document it necessary to appear or answer in order to protect its injerests, Morigager agrees to pay and to hold Bank hambeet for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' fees, paralogal fees, court costs and all other damages and
- 22. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagor heroby waives and releases any and all rights and remodes Mortgagor may now have or acquire in the future relating to:

A. homostoad

B. exemptions as to the Property;

Ç, rademption;

D. right of reinstatement,

E. appraisoment;

tine states been and lo polllaterain.

G. piniules of limitations.

In addition, redemption by Morigagor all of the closure sale is expressly waived to the extent not prohibited by law.

- 23. PARTIAL FORECLOSURE. In case of delimit in the payment of the Obligations of in case of payment by Bank of any lax, insurance premium, cost or expense or the filling of any lien, judgment or ensumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default against the Property or any part thereof which may be sold subject to the remaining unpaid balance of the Obligations. This Mortgage shall continue us a limit for such unpaid balance of the Obligations.
- 24. BANK MAY PAY. If Mortgagor falls to pay when due any or facilities it is obligated to pay or talls to perform when obligated to do, Bank may, at its oplion:
 - pay, when due, installments of principal, interest or will er obligations, in accordance with the terms of any mortgage or assignment of baneficial interest senior to that of Bank's flow interest;

D. pay, when due, installments of any real estate tax imposed on the property; or

C. pay or perform any other obligation calleg to the Property which ratios, at Bank's sole discretion, the interest of Bank in the Property. Mortgagor agrees to Indemnity Bank and hold Bank harmless for all the analytic so paid and for Bank's costs and expenses, including reasonable altorneys fees and paralogal fees. Such payments when made by Bank shall be added to the principal balance of the Obligations and shall be a linterest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage, having the benefit of the ilen and its priority. Mortgager agrees to pay and to removine Bank for all such payments.

25. GENERAL PROVISIONS

A. TIME IS OF THE ESSENCE. Time is of the assence in Mortgagor's performance of All duties and obligations imposed by this Mortgage.

B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delaying the exercise of any of Bank's rights, remodes, privileges or right to Insist upon Mortgagor's strict performance of any provisions contained in this Mortgago, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is acceptance or after foreclosure proceedings are field shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligation, nor will it cure or weive any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges of Bank under the Note, this Mortgage, other loan documents, the law or equity.

AMENDMENT. The provisions contained in this Mortgage may not be annunded, except through a written a residence the signed by

Morigagor and Bank

GOVERNING LAW. This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such as are not otherwise preempted by federal laws and regulations.

FORUM AND YENUE. In the event of litigation pertaining to this Mongage, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois; unless otherwise designated in writing by Bank.

- F. SUCCESSORS. This Mortgage shall inuite to the benefit of and bind the heirs, personal representatives, successors and assigns of the colleg
- NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.

IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions not the validity of this Mortgage.

IL-79-042189

ACKNOWLEDGEMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgago has been read and agreed to and that a copy of this Mortgago has been received by the Mortgagor.

MORTGAGOR:

LAKESIDE BANK AB TRUSTEE, NOT PERSONALLY, U/T/A DATED 11/15/89 A/K/A TRUST NO. 10-1425

TRUST OFFICER

By:

SEE RIDER ATTACHED HERETO

AND MADE A PART HEREOF.

ATTEST

STANT BECRETARY

STATE OF Illinolu

COUNTY OF COOK

On this PERSONALLY, UTTA DATED 11715/80 AKA TRUST NO. 10-1425. TOT LAKESIDE BANK AS THUSTEE, NOT 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 acknowledged that they signed and distrument as their free and voluntary act, for the uses and purposes set forth.

convission expires:

y Commission Expires Mar. 3, 1990

This document was prepared by LAKESIDE BANK, 141 W Jackson Blvd. Sulfa 1212, Chicago, Illinois 80004.

Please return this document after recording to LAKESIDE BANK, 141 W. Jackson Blvd. Sulte 1212, Chicago, Illinois 60604. Clart's Office

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Property of Cook County Clerk's Office