

PREPARED BY  
Nancy O'Donnell  
Nancy O'Donnell  
RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

MAIL TO



Morgan Stanley Dean Witter Credit Corporation  
4909 East 26th Street,  
Sioux Falls, SD 57110  
Account Number: 940-2-390-427639

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

<b>Morgan Stanley Dean Witter Credit Corporation</b>	<b>ILLINOIS MORTGAGE</b>
--	------------------------------

THIS Mortgage, is made  
among the Mortgagor, (herein "Borrower")

September 30, 2000  
FRANK A. MICHALESKO AND ANN H.  
MICHALESKO, TRUSTEES, UNDER TRUST  
DATED 7-3-96, MICHALESKO LIVING TRUST.

and the Mortgagee (herein "Lender")

Morgan Stanley Dean Witter Credit Corporation  
2215 Sanders Road Suite 300  
Northbrook, IL 60062

**AMOUNT SECURED: Two Hundred Thousand and 00/100 Dollars (\$200,000.00).**

**ADVANCE MADE AT TIME OF MORTGAGE: 00/100 Dollars (\$0.00).**

WHEREAS, Lender and Borrower have entered into an Agreement and Disclosure Statement (the "Agreement") pursuant to which Lender has agreed from time to time to make loans to Borrower under an arrangement whereby Borrower may borrow, repay and borrow again during the term of the Agreement.

BORROWER, in the consideration of the indebtedness herein recited and the mortgage herein created, irrevocably mortgages grants and conveys to Lender with power of sale, the following described property located in the County of Cook, State of Illinois, with MORTGAGE COVENANTS:

**LOT FORTY--ONE (41) IN BLOCK FIVE (5) IN ASHLAND AVENUE AND CLRK STREET  
ADDITION TO EDGEWATER, IN SECTION FIVE (5) AND SIX (6), TOWNSHIP FORTY  
(40) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.**

14-06-410-005  
1665 W Hollywood Avenue  
Chicago, IL 60660-0012

which has the address of:  
(herein "Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such 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  
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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 the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

TO SECURE to Lender (a) the repayment of all indebtedness due and to become due under the terms and conditions of the Agreement and Disclosure Statement (the "Agreement") executed by Borrower and dated the same day as this Mortgage, and all modifications, extensions and renewals thereof, which Agreement provides that Lender shall make advances to Borrower of a revolving nature and that such advances may be made, repaid and remade from time to time, subject to the limitation that the total outstanding principal balance owing at any one time under the Agreement (not including finance charges thereon at a rate which will vary from time to time, and other fees and charges which may from time to time be owing under the Agreement) shall not exceed the Amount Secured designated above; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at the variable rate described in the Agreement; (c) the performance of the covenants and agreements contained herein and in the Agreement.

ANY REFERENCES in this Mortgage to the "Note" shall be deemed to refer to the Agreement, and any references in this Mortgage to notes and promissory notes shall include loan agreements, as applicable. All references to interest shall be deemed to include finance charges.

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

## **COVENANTS. Borrower and Lender covenant and agree as follows:**

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage.

**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 the order Lender chooses) to any finance charges collection costs and other charges owing under the Agreement or this Mortgage second, to the principal balance payable under the Agreement.

**3. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due and when Borrower makes payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage (excluding the lien of any Prior Encumbrance); provided that Borrower shall not be required to discharge any such lien so long as Borrower shall (a) agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or (b) in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (c) secure from the holder of such prior lien an agreement in form satisfactory to Lender subordinating such lien to this Mortgage. Any default by Borrower under the terms of any Prior Encumbrance shall constitute a default under this Mortgage.

**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. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. The amount of coverage shall be no less than Borrower's credit limit under the Agreement plus the full amount of any superior lien on the Property.

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The insurance carrier providing insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6. All premiums on insurance policies shall be paid by Borrower, making payment when due, directly to the insurance carrier.

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. Lender shall have the right to hold the policies and renewals thereof, and 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 the 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 thirty (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 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, such application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 hereof or change the amount of such payments. If under paragraph 6 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in 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 of 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 thereof.

**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, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such 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. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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 the outstanding principal under the Agreement, unless payment of interest at such rate would be

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contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take action hereunder. Any action taken by Lender under this paragraph 6 shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage.

**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 therefore 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 thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 thirty (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 extend or postpone the due date of the monthly payments referred to in paragraph 1 hereof or change the amount of such payments.

**9. Borrower not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage or release of any security for the obligations secured hereby, or any other amendment to the Agreement or this Mortgage granted by Lender to Borrower or to any successor in interest of Borrower, shall not operate to release, in any manner, the liability of Borrower or Borrower's successors as the case may be. Lender shall not be required to commence proceedings against any successor in interest of Borrower or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successor in interest.

**10. Forbearance by Lender not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver 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 indebtedness 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, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower 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.

**13. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided in this Mortgage shall be given by personally delivering such notice to Borrower or by mailing such notice by first class 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



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shall be given by first class mail 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 herein.

**14. Uniform Mortgage; Governing Law; Severability.** This form of Mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except to the extent pre-empted by federal law. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage are declared to be severable.

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

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's 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. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**17. Sale of Note; Change of Loan Servicer.** The Note or partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Borrower will be given written notice of the change in accordance with this Mortgage and applicable law. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address and the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**18. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, law suit or other action by any law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly pay all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18 "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws or the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**19. Post Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure, shall be the rate stated in the Note or, if the state does not permit the Lender to charge the Note rate, then the judgment rate required under applicable law shall apply.

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Any advances made by Lender after a judgment on the Note or in an action of mortgage foreclosure, including, but not limited to payments of insurance premiums and real estate taxes, shall become additional indebtedness of the Borrower and shall continue to be the application of the Borrower until the indebtedness is paid in full.

**20. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and the sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing remedies provided in this paragraph 20, including, but not limited to, reasonable attorney's fees to the extent permitted by law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (d) to all reasonable costs and expenses of the sale, including reasonable attorney's fees to the extent permitted by law and costs of title evidence; (e) to all sums secured by this Mortgage, and (f) the excess, if any, to the person or persons legally entitled thereto.

**21. Assignment of Rents; Appointments of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby to the extent permitted by law assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 20 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 20 hereof or abandonment of the Property, 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.

**22. Release.** Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without cost to Borrower. Borrower shall pay all costs of recordation if any.

**23. Request for Notice.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property address.

**24. No Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the prior written consent of Lender.

**25. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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26. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [applicable rider(s) shown checked below.]


- |                                     |                                |                          |                       |
|-------------------------------------|--------------------------------|--------------------------|-----------------------|
| <input type="checkbox"/>            | Condominium Rider              | <input type="checkbox"/> | Second Home Rider     |
| <input type="checkbox"/>            | 1-4 Family Rider               | <input type="checkbox"/> | Adjustable Rate Rider |
| <input type="checkbox"/>            | Planned Unit Development Rider | <input type="checkbox"/> | Bridge Loan Rider     |
| <input checked="" type="checkbox"/> | Trust Rider                    |                          |                       |

IN WITNESS WHEREOF, BORROWER has executed this Mortgage under seal.

FRANK A. MICHALESKO AND ANN H. MICHALESKO, TRUSTEES, UNDER TRUST DATED 7-3-96, MICHALESKO LIVING TRUST.

 Frank A. Michalesko  
FRANK A. MICHALESKO, TRUSTEE

10/3/2000  
DATE

 Ann H. Michalesko  
ANN H. MICHALESKO, TRUSTEE

10/3/2000  
DATE

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

On this 3rd day of October, 2000 before me, personally appeared

FRANK A. MICHALESKO AND ANN H. MICHALESKO, TRUSTEES

**NOTARY**

Witness my hand and official seal.

Gabriela Garcia  
Signature

Gabbriela Garcia  
Name (Typed or Printed)

My Commission Expires: 8-20-2003



(Reserved for official seal)

<b>Morgan Stanley Dean Witter Credit Corporation</b>	<b>REVOCABLE TRUST RIDER</b>
--	------------------------------

Date: September 30, 2000

Loan Number: 940-2-390-427639

## DEFINITION USED IN THIS RIDER.

(A) "Revocable Trust."

Trust created under Trust Instrument entitled FRANK A. MICHALESKO AND ANN H. MICHALESKO, TRUSTEES, UNDER TRUST DATED 7-3-96, MICHALESKO LIVING TRUST.

(B) "Trustee(s)." FRANK A. MICHALESKO and ANN H. MICHALESKO, trustee(s) of the Revocable Trust.

(C) "Settlor(s)." FRANK A. MICHALESKO and ANN H. MICHALESKO, settlor(s) of the Revocable Trust.

(D) "Lender." Morgan Stanley Dean Witter Credit Corporation.

(E) "Security Instrument." The Deed of Trust or Mortgage and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date made by the Revocable Trust, the Trustee(s) and the Settlor(s) and any other natural person signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:

1665 W Hollywood Avenue  
Chicago, IL 60650-0012

**THIS REVOCABLE TRUST RIDER** is made September 30, 2000, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS**, In addition to the covenants and agreements made in the Security Instrument, the Trustee(s), and the Settlor(s) and the Lender further covenant and agree as follows:

### A. REVOCABLE TRUST

#### 1. BORROWER CERTIFICATION AND WARRANTIES.

The Borrower certifies to the Lender as of the date of this Rider that the Revocable Trust is a revocable Trust for which the Trustee(s) are holding full title to the Property as trustee(s).

The Borrower warrants to the Lender as of the date of this Rider that (i) the Revocable Trust is validly created under the laws of the state of Illinois; (ii) Settlor(s) is the primary beneficiary of the Revocable Trust; (iii) the Trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the Trust instrument, including any affecting the revocability of the Revocable Trust; (iv) the Property is located in the state of Illinois; (v) the Property is a single family residence occupied by at least one of the Settlor(s) or a single family second home; (vi) the Trustee(s) have full power and authority as Trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (vii) the Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (viii) the Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained herein and agreeing to be bound thereby; (ix) only the Settlor(s) and the Trustee(s) may hold any power of direction over the Revocable Trust; (x) only the Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (xi)



only the Settlor(s) hold the power of revocation over the Revocable Trust; and (xii) the Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Trustee(s) or the Settlor(s), as the case may be, or power of revocation over the Revocable Trust.

The Borrower shall promptly notify to the Lender or the Note Holder of any breach of the foregoing certifications and warranties.

## 2. NOTICES.

The Borrower shall provide Lender or the Note Holder not less than thirty (30) days prior written notice of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the Trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the Revocable Trust primary beneficiary(ies), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

## B. ADDITIONAL BORROWER(S)

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Trustee(s), and the Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument and this Rider shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

## C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST

The paragraph entitled "**Transfer of Property or a Beneficial Interest in Borrower**" in the Security Instrument is amended to read as follows:

If, without the Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold, assigned or transferred including but not limited to by revocation or termination of the Revocable Trust or (ii) there is a sale, transfer, assignment, encumbrance, pledge, lien, security interest, distribution or other disposition or any beneficial interest or asset in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

## D. BINDING EFFECT

The loan documents shall be binding upon the heirs and personal administrators, or the successors and assigns, as applicable, of Borrowers, including Trustees and Settlor(s) and shall inure to the benefit of Lender and its successors and assigns.

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BY SIGNING BELOW, the Trustee(s) accept and agree to the terms and covenants contained in this Revocable Trust Rider.

FRANK A. MICHALESKO AND ANN H. MICHALESKO, TRUSTEES, UNDER TRUST DATED 7-3-96, MICHALESKO LIVING TRUST.

 Frank A. Michalesko  
FRANK A. MICHALESKO, Trustee

10/2/2000  
DATE

**NOTARY**

STATE OF ILLINOIS }  
COUNTY OF COOK } SS:

On this 3rd day of October, 2000, before me personally appeared

FRANK A. MICHALESKO TRUSTEE

known to me to be the SAME person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained.



Gabriela Garcia  
Notary Public, State of  
My commission expires: 8-20-2003

FRANK A. MICHALESKO AND ANN H. MICHALESKO, TRUSTEES, UNDER TRUST DATED 7-3-96, MICHALESKO LIVING TRUST.

 Ann H. Michalesko  
ANN H. MICHALESKO, Trustee

10/3/2000  
DATE

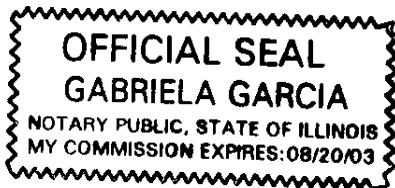
**NOTARY**

STATE OF ILLINOIS }  
COUNTY OF COOK } SS:

On this 3rd day of October, 2000, before me personally appeared

ANN H. MICHALESKO TRUSTEE

known to me to be the SAME person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained.



Gabriela Garcia  
Notary Public, State of  
My commission expires: 8-20-2003

# UNOFFICIAL COPY 00787936

BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in the Security Instrument and this Revocable Trust Rider and agrees to be bound thereby.

 Frank A. Michalesko  
FRANK A. MICHALESKO, Settlor

10/3/2000  
DATE

**NOTARY**

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

On this 3<sup>rd</sup> October, 2000 before me, GABRIELA GARCIA personally appeared  
FRANK A. MICHALESKO SETTLOR

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Gabriela Garcia (Seal)



BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in the Security Instrument and this Revocable Trust Rider and agrees to be bound thereby.

 Ann H. Michalesko  
ANN H. MICHALESKO, Settlor

10/3/2000  
DATE

**NOTARY**

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

On this Oct. 3<sup>rd</sup> 2000 before me, GABRIELA GARCIA personally appeared  
ANN H. MICHALESKO SETTLOR

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Gabriela Garcia (Seal)



Morgan Stanley Dean Witter Credit Corporation	AFFIDAVIT
--	-----------

FRANK A. MICHALESKO AND ANN H. MICHALESKO, TRUSTEES, UNDER TRUST DATED  
7-3-96, MICHALESKO LIVING TRUST.

State of Illinois }  
County of Cook } SS:

I/We, FRANK A. MICHALESKO and ANN H. MICHALESKO, Settlor(s) and (sole) Trustee(s) of that revocable trust, known as:

FRANK A. MICHALESKO AND ANN H. MICHALESKO, TRUSTEES, UNDER TRUST DATED  
7-3-96, MICHALESKO LIVING TRUST.

(the "Trust"),

entered into a loan transaction with:

Morgan Stanley Dean Witter Credit Corporation  
2215 Sanders Road Suite 300  
Northbrook, IL 60062

(the "Lender")

on September 30, 2000 and encumbered for Lender's benefit certain TRUST real property to secure said loan, on oath hereby declare as follows:

1. That FRANK A. MICHALESKO and ANN H. MICHALESKO is/are the properly appointed, duly qualified, and currently acting trustee(s) (the "Trustee") of the Trust, whose address is 1665 W Hollywood Avenue Chicago, IL 60660-0012.
2. That the Trust has full and complete title and beneficial interest in and to that certain real property described in the attached Exhibit A and by this reference made a part of this Affidavit;
3. That the Trust Agreement, attached hereto, is in full force and effect, has not been revoked as of the day and date stated below, the Trustee has the power and authority to encumber the Trust property by a mortgage, Deed of Trust or such other means, the effect of which is to encumber the property or create a lien or interest in favor of the Lender to fully secure such loan or loans.

 Frank A. Michalesko  
FRANK A. MICHALESKO, Settlor

10/3/2000  
DATE

NOTARY 

STATE OF ILLINOIS }  
COUNTY OF COOK } SS:

On this 3<sup>rd</sup> day of October, 2000, before me, personally appeared \_\_\_\_\_

FRANK A. MICHALESKO SETTLOR

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

OFFICIAL SEAL  
GABRIELA GARCIA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 08/20/03

Gabriela Garcia  
Notary Public, State of  
My commission expires: 8-20-2003

# UNOFFICIAL COPY

00787936



Ann H Michalesko

ANN H. MICHALESKO, Settlor

10/3/2000  
DATE

NOTARY

STATE OF ILLINOIS }  
COUNTY OF COOK } SS:

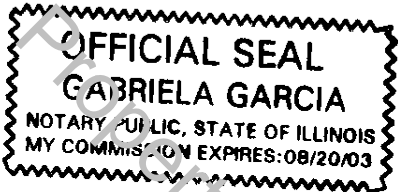
On this 3rd day of October, 2000, before me, personally appeared \_\_\_\_\_

ANN H. MICHALESKO SETTLOR

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

Gabriela Garcia

Notary Public, State of \_\_\_\_\_  
My commission expires: 8-20-2003



FRANK A. MICHALESKO AND ANN H. MICHALESKO, TRUSTEES, UNDER TRUST DATED 7-3-96,  
MICHALESKO LIVING TRUST.



Frank A Michalesko

FRANK A. MICHALESKO, Trustee

10/3/2000  
DATE

NOTARY

STATE OF ILLINOIS }  
COUNTY OF COOK } SS:

On this 3rd day of October, 2000, before me, personally appeared \_\_\_\_\_

FRANK A. MICHALESKO TRUSTEE

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

Gabriela Garcia

Notary Public, State of \_\_\_\_\_  
My commission expires: 8-20-2003



FRANK A. MICHALESKO AND ANN H. MICHALESKO, TRUSTEES, UNDER TRUST DATED 7-3-96,  
MICHALESKO LIVING TRUST.



Ann H Michalesko

ANN H. MICHALESKO, Trustee

10/5/2000  
DATE

NOTARY

STATE OF ILLINOIS }  
COUNTY OF COOK } SS:

On this 3rd day of October, 2000, before me personally appeared \_\_\_\_\_

ANN H. MICHALESKO TRUSTEE

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained.

Gabriela Garcia

Notary Public, State of \_\_\_\_\_  
My commission expires: 8-20-2003

