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Cook County Recorder

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FIDELITY FEDERAL SAVINGS BANK 5455 W. BELMONT AVE. CHICAGO, IL 60641

ATTN: LOAN Closing Department

0120121999



This instrument was prepared by: Jane Lohrmann 5455 W. BELMONT AVE. CHICAGO, IL 60641

MULTIFAMILY MORTGAGE,

ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Security for Construction Loan Agreement)

Lot 6 in Block 1 in West Hammond addition to the City of West Hammond, a Subdivision of fractional Section 17, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

BOX 158

Permanent Tax Index No: 30172130010000

11 157th St Calumet City Illinois 60409

HLMC Uniform Instrument INITIALS Property Address: ILLINOIS-Multifamily-1/77-FNMA/FHLMC Uniform Instrument

C966 (page 1 of 8 pages)



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TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretolore or hereafter vacated alleys
and streets abutting the property, and all east needs rights, appurenance, reads royalties, mineral, all more rights, and profits, water, water rights, and water stock appurtenant to the property, and all tix ures matchingry, equipment, evaluate boilers incincrator, uniding materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors,
cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and

to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property".
By the Paramana is law fully existed of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder), that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

- 1. PAYMENT OF PRINCUAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepaymen' and late charges provided in the Note and all other sums secured by this Instrument.
- 2. FUNDS FOR TAXES, INSULANCE AND OTHER CHARGES. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly instruments of principal or interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Property, (b) the yearly ground rents, if ar./. (c) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the Property as Lender may require pursuant to paragraph 5 hereof, (d) the yearly premium installments for mortgage insurance, if any, and (e) if this Instrument is on a leasehold, the yearly fixed rents, if any, under the ground lease, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills at drasc mable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, premium; assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option.

The Funds shall be held in an institution(s) the deposits or account of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said rates cents, taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covenant or agreement of Borrower in this Listrument. Lender shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Lender pays Borrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender is may agree in writing at the time of execution of this Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or spriicable law requires interest, earnings or profits to be paid, Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Instrument.

If the amount of the Funds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, such excess shall be credited to borrower on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lander to Borrower requesting payment thereof.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any Funds held by Lender at the time of application (i) to pay rates, rents, taxes, assessinals, insurance premiums and Other Impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Instrument. Or an payment in full of all sums secured by this Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following order of priority: (i) amounts payable to Lender by Borrower under paragraph 2 hereof; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to paragraph 8 hereof; (v) principal of advances made pursuant to paragraph 8 hereof; (vi) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vii) principal of any Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (viii) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.
- 4. CHARGES; LIENS. Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the Property at Lender's option in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph 4, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property.

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5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times safisfactory to Lender against loss by fire, halards included within the true extended coverage", complex and such other hazards, casualties, liabilities and contingencies as Lender (and, if this I strum into a least enold the ground let se) chall require and in such at rounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid, at Lender's option, in the manner provided under paragraph 2 hereof, or by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

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 form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender. If this Instrument is on a leasehold, Borrower shall furnish Lender a duplicate of all policies, renewal notices, renewal policies and receipts of paid premiums if, by virtue of the ground lease, the originals thereof may not be supplied by Borrower to Lender.

In the event of loss. Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property or (b) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof (subject, however, to the rights of the lessor under the ground lease if this Instrument is on a leasehold).

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Le'a'er' approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens. From statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and s'assinction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to paragraph 27 hereof or if Lender acquires title to the Property, Lender shall have all effuse right, title and interest or Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandor the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original conductation, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to over in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) shall provide for professional management of the Property by a residential rental property manager satisfactory to Lender pursuant to a contract approved by Lender in writing, and unless such requirement shall be waived by Lender in writing, (g) shall generally operate and maintain the Property in a manner to ensure maximum remals, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purpor ing to affect the Property, the security of this Instrument or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, derivative of the replacement of fixtures, equipment, machinery and appliances with items of like kind.

If this Instrument is on a leasehold, Borrower (i) shall comply with the provisions of the ground lease, (ii) shall give immediate written notice to Lender of any default by lessor under the ground lease or of any notice received by Borrower from such tessor of any default under the ground lease by Borrower, (iii) shall exercise any option to renew or extend the ground lease and give written confirmation the roof to Lender within thirty days after such option becomes exercisable, (iv) shall give immediate written notice to Lender of the commencement of any remadial proceedings under the ground lease by any party thereto and, if required by Lender, shall permit Lender as Borrower's attorney-in-fact to control and course for Borrower in any such remedial proceedings and (v) shall within thirty days after request by Lender obtain from the lessor under the ground lease and other to Lender the lessor's estopped certificate required thereunder, if any. Borrower hereby expressly transfers and assigns to Lender the benefit of all cover the contained in the ground lease, whether or not such covenants run with the land, but Lender shall have no liability with respect to such covenants nor any other covenants contained in the ground lease.

Borrower shall not surrender the leasehold estate and interests herein conveyed nor terminate or cancel the ground lea e creiting said estate and interests, and Borrower shall not, without the express written consent of Lender, alter or amend said ground lease. Borrower covenant and agrees that there shall not be a merger of the ground lease, or of the leasehold estate created thereby, with the fee estate covered by the ground lease by region of said leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to such merger, if Bo prower shall acquire such fee estate, then this Instrument shall simultaneously and without further action be spread so as to become a lien on such fee estate.

- 7. USE OF PROPERTY. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.
- 8. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, 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 may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof, and (iv) if this Instrument is on a leasehold, exercise of any option to renew or extend the ground lease on behalf of Borrower and the curing of any default of Borrower in the terms and conditions of the ground lease.

Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder.

- 9. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property.
- 10. BOOKS AND RECORDS. Bo rower stall teep in main tain at all times after ower's address stand below of such other place as Lender may approve in writing, complete and accurate ocoks if a count is and records deguate or fill at correctly the result of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within one hundred and twenty days after the end of each fiscal year of Borrower, a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant. Borrower shall furnish, together with the foregoing financial statements and at any time upon Lender's request, a rent schedule for the Property, certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid.
- 11. CONDEMNATION. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender subject, if this Instrument is on a leasehold, to the rights of lessor under the ground lease.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such in callments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such cond. mn ation or taking as Lender may require.

- 12. BORROWER AND LIEN? Of RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower's successors coastigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this para raph 12 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness securer hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such atteinsurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.
- 13. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by a ender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance of Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Len ier' right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurer ient 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 indeute ine's secured by this Instrument, nor shall Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 11 hereof operate to cure or waive Sor. over's default in payment of sums secured by this Instrument.
- 14. ESTOPPEL CERTIFICATE. Borrower shall within ten days of a written request from Lender furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set-off, countered in or other defense which exists against such sums and the obligations of this Instrument.
- 15. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is intended by a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, m², be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statements shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Lender may require to perfect a security interest with respect to exact the security all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Bo rower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and actions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Instrument, including the covenants to pay when due all sums secured by this Instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in paragraph 27 of this Instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property sepa
- 16. LEASES OF THE PROPERTY. As used in this paragraph 16, the word "lease" shall mean "sublease" if this Instrument is on a leasehold. Borrower shall comply with and observe Borrower's obligations as landlord under all leases of the Property or any part thereof. Borrower will not lease any portion of the Property for non-residential use except with the prior written approval of Lender. Borrower, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. All leases of the Property shall specifically provide that such leases are subordinate to this Instrument; that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; that the attornment of the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's option, accept or reject such attornments. Borrower shall not, without Lender's written consent, execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property providing for a term of three years or more, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property to any lien subordinate to this Instrument. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off

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against rent, (ii) notify Lender thereof and of the amount of said set-offs, and (iii) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other stees as shall effectively discharge such set-off and as sure that rents thereafter due shall continue to be payable without set-off or deduction

Upon Lender's request, Borrower shall assign to Lender, by written instrument satisfactory to Lender, all leases now existing or hereafter made of all or any part of the Property and all security deposits made by tenants in connection with such leases of the Property. Upon assignment by Borrower to Lender of any leases of the Property, Lender shall have all of the rights and powers possessed by Borrower prior to such assignment and Lender shall have the right to modify, extend or terminate such existing leases and to execute new leases, in Lender's sole discretion.

- 17. REMEDIES CUMULATIVE Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.
- 18. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. If Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 27 of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 8 hereof.
- 19. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION. On sale or transfer of (i) all, or any part of the Property, or any i iter st therein, or (ii) beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal en' (y). Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedie; permitted by paragraph 27 of this Instrument. This option shall not apply in case of
 - (a) transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner;
 - (b) sales or transfers when the transferee's reditworthiness and management ability are satisfactory to Lender and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including, if required by Lender, an increase in the rate of interest payable under the Note:
 - (c) the grant of a leasehold interest in a part of are Property of three years or less (or such longer lease term as Lender may permit by prior written approval) not containing an option to purchase (except in the ground lease, if this Instrument is on a leasehold);
 - (d) sales or transfers of beneficial interests in Borrower, rovided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Borrower, but excluding sales or transfers under sul par graphs (a) and (b) above, do not result in more than 49% of the beneficial interests in Borrower having been sold or transferred since commence ner t of amortization of the Note; and
 - (e) sales or transfers of fixtures or any personal property pursuant of the first paragraph of paragraph 6 hereof.
- 20. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by certified mail addressed to Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any no ice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designat by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Leruer when given in the manner designated herein.
- 21. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; 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 19 hereof. All covenants and agreements of Borrower shall be joint and several. In exert sing any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized to, Londer. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provision: hereof.
- 22. UNIFORM MULTIFAMILY INSTRUMENT; GOVERNING LAW; SEVERABILITY. This form a multifamily instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a unifor n security instrument covering real property and related fixtures and personal property. This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Notre conflicting provisions, and to this end the provisions of this Instrument and the Notre conflicting provisions, and to this end the provisions of this Instrument and the Notre conflicting provisions, and to this end the provisions of this Instrument and the Notre conflicting provisions, and to this end the provisions of this Instrument and the Notre conflicting provisions, and to this end the provisions of this Instrument and the Notre conflicting provisions, and to this end the provisions of this Instrument and the Notre conflicting provisions. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Instrument or in the Note, whether considered separately or together with other charges levied in connection with this Instrument and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary, to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Instrument or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.
- 23. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument.
- 24. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Leader shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

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25. CONSTRUCTION LOAN PROVISIONS. Borrower agrees to comply with the covenants and conditions of the Construction Loan Agreement, if any, which is hereby incorporated by reference in and make a part of this list ungent. All advances made by conder persuant to the Construction Loan Agreement shall be indebtedness of horrower actived by this listrument, and such advances may be obligatory as provided in the Construction Loan Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the security of this Instrument up to the principal amount of the Note shall be treated as disbursements pursuant to the Construction Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment therefor.

From time to time as Lender deems necessary to protect Lender's interests, Borrower shall, upon request of Lender, execute and deliver to Lender, in such form as Lender shall direct, assignments of any and all rights or claims which relate to the construction of the Property and which Borrower may have against any party supplying or who has supplied labor, materials or services in connection with construction of the Property. In case of breach by Borrower of the covenants and conditions of the Construction Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the Construction Loan Agreement, (ii) may accelerate the sums secured by this Instrument and invoke those remedies provided in paragraph 27 hereof, or (iii) may do both. If, after the commencement of amortization of the Note, the Note and this Instrument are sold by Lender, from and after such sale the Construction Loan Agreement shall cease to be a part of this Instrument and Borrower shall not assert any right of set-off, counterclaim or other claim or defense arising out of or in connection with the Construction Loan Agreement against the obligations of the Note and this Instrument.

26. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As part of the consideration for the indebtedness evidenced by the Note, Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues of the Property, including those now due, past due, p. to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and renew enter of the Property are payable. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid rents and revenues and hereby directs such tenant of the Property to pay such rents to Lender or Lender's agents; provided, however, that prior to written notice given by Lender to Borrower of the reach by Borrower of any covenant or agreement of Borrower in this Instrument, Borrower shall collect and receive all rents and revenues of the Property as t ust e for the benefit of Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this Instrument in the order provided in rara traph 3 hereof with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that the assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Bor ower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all rents and revenues of the Property as specified in this paragraph 26 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written natice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such rents. Borrower agrees that con mencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and pay such rents to Lender or Lender's agents on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such define and to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

Borrower hereby covenants that Borrower has not executed any prior rasign nent of said rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph 26, and that at the time of execution of this Instrument there has been no anticipation or prejayr ient of any of the rents of the Property for more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not hereafte collect or accept payment of any rents of the Property more than two months prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of rents and revenues of the Property as Lender may from time to time request.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the I roperty in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, can't cilation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or term not on of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this instrument, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Lorrower of any covenant or agreement of Borrower in this Instrument shall be applied first to the costs, if any, of taking control of and managing the property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or ian dlord of the Property and then to the sums secured by this Instrument. Lender or the receiver shall have access to the books and records used in the operation, and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph 26.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Instrument pursuant to paragraph 8 hereof. Unless Lender and Borrower agree in writing 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 stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Instrument ceases to secure indebtedness held by Lender.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

27. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.

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ncurred in releasing this Instrument.	der shall release this Instrument. Borrower shall pay Lender's reasonable costs by waives all right of homestand exemption in the Property. If Borrower is a
corporation, Borrower hereby waives all right of redemption on behalf or Bo Property subsequent to the date of this Instrument, except decree or judgme	orrower and on behalf of all other persons acquiring any interest or title in the ent creditors of Borrower.
make Future Advances to Borrower. Such Future Advances, with interest the stating that said notes are secured hereby. At no time shall the principal amou	's option so long as this Instrument secures indebtedness held by Lender, may breon, shall be secured by this Instrument when evidenced by promissory notes not of the indebtedness secured by this Instrument, not including sums advanced
in accordance herewith to protect the security of this Instrument, exceed the o	original amount of the Note (US \$180,.000,00)
olus the additional sum of US \$ None	
	nt or has caused the same to be executed by its representatives
thereunto duly authorized.	
Sur Had World	Teshi De Harded
* Karen Gordon Paschal	Lesite H: Paschal-Signing solely for the purpose of waiving Homestead Rights.
*AKA Karen Gordon	
[*] O _A	
70	
4	
Ox	Borrower's Address:
OxCoox	16341Cottage.Grove
0/	South Holland Illinois 60473
	County
	Olhy Clert's Office
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	Co
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UNDERFE CENTROPY

STATE OF ILLINOIS,	County ss			
The foregoing instrur	ment was acknowledged before me this			
	(date)			
by	(person acknowledging)	, of (office)		
		corporation, on behalf		
of the corporation.	(name of corporation)	(state)		
My Commission Expires:				
y		Notary Public		
	INDIVIDUAL A	ACKNOWLEDGMENT		
C L	Chall County ss:			
STATE OF ILLINOIS, I, Ital May Kasen X	ders gred Perchal AKA	, a Notary Bublic in and for said county and state, do hereby certify that A. KAKEN TOLDON HORSED TO LESSAE HYASOM		
	be the same percon(s) whose name(s)	subscribed to the foregoing instrument, appeared before me this day in		
person, and acknowledged purposes therein set forth.		d instrument as free and voluntary act, for the uses and		
Given under my han	nd and official stal, this			
My Commission Expires:		MICKI Shew Xleunonchi		
	INDIVIDUAL LIMITED PAI	RTNERSLIP ACKNOWLEDGMENT		
STATE OF ILLINOIS,	County ss:			
The foregoing instrun	nent was acknowledged before me this			
1		(dote)		
оу	(person acknowledging)	, general partner on behalf of		
		, a limited partnership.		
	(name of partnership)	Ox		
My Commission Expires:		Notary Public		
	CORPORATE LIMITED PA	RTNERSHIP ACKNOWLEDGMENT		
STATE OF ILLINOIS,	County ss:			
The foregoing instrum	nent was acknowledged before me this			
		(date)		
	(name of officer)	,		
	(name of corporation)	(state)		
	пате of partnership)	, a limited partnership.		
My Commission Expires:				
		Notary Public		

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER	c is made this 14th day o	replacif , 2002 ,
and is incorporated into and shall be dee	med to amend and supplement the	Mortgage, Deed of Trust or Security
Deed (the "Security Instrument") of the sa	ame date given by the undersigned	(the "Borrower") to secure Borrower's
Adjustable Rate Note (the "Note") to	-	
F:	idelity Federal Savings	Bank
	455 W. Belmont Ave.	
	hicago, IL 60641	
(the "Lender") of the same date and cover		curity Instrument and located at:
(the "Lender") of the same date and cover	ing the property described in the Se	curity manament and rocated an
as assume the section of the	:t T11::a 60400	
11 157th St Calumet C	ity illinois 60403	
0	(Decrees Address)	
100	[Property Address]	THE PARTY OF THE P
THIS NOTE CONTAINS PROV	ISIONS ALLOWING FOR CH	ANGES IN MY INTEREST RATE
AND MY MONTHLY PAYMENT. IN	CREASES IN THE INTEREST	RATE WILL RESULT IN HIGHER
PAYMENTS. DECREASES IN THE I	NTEREST RATE WILL RESUL	T IN LOWER PAYMENTS.
0.5		
ADDITIONAL COVENANTS. In	addition to the covenants and	l agreements made in the Security
Instrument, Borrower and Lender furthe		
Institution, Bottowor and Bonder 12-2-5		
A. INTEREST RATE AND MONTHL	Y PAYMENT CHANGES	
The Note provides for an initial inte		%. The Note provides for changes in
the interest rate and the monthly payment	s as follows:	1
4. INTEREST RATE AND MONTHLY	V PAVMEN'S CHANGES	
	TATMENT	
(A) Change Dates	ones on the first day of March	a 2005 , and
The interest rate I will pay may ch	the rest to Each data on a sich my	y interest rate could change is called a
230 2-an y	inereafter. Each date of which in	y interest rate could change is cancer a
"Change Date."		
(B) The Index		Y 1. TThe NT-de-Miss
Beginning with the first Change Dat	te, my interest rate will be based on	21 Index. The Index is:
The weekly average yi	eld on United States Tro	BILUTY
securities adjusted t	o a constant maturity of	r thrue
years, as made availa	ble by the Federal Reser	rve Board.
The most recent Index figure availal	ble as of the date: 🔀 45 days 👢	
before each Change Date is called the "C	urrent Index."	O ₂
If the Index is no longer available,	the Note Holder will choose a new	w index that is based upon comparable
information. The Note Holder will give n	ne notice of this choice.	10
(C) Calculation of Changes		
Before each Change Date, the Note	Holder will calculate my new interes	est rate by adding
THREE AND ONE-HALF	percentage point(s) (3.500 %) to the Current Index.
The Note Holder will then round the resu	It of this addition to the X Neare	est Next Highest Next Lowest
one-eighth percent	(0.125 %). Subject to the limits
stated in Section 4(D) below, this rounde	d amount will be my new interest to	
MULTISTATE ADJUSTABLE RATE RIDE	R - Single Family	8/94,
	Page 1 of 2	אעא סאע
-899B(9408) V	MP MORTGAGE FORMS - (800)521-7291	Initials: KAP/KA
v		•
		1 100 20 TA 10111 00 TA 10116 LOTE 0011 16 CA



- Borrower

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment

in substantially equal payments. The result of this calculation will be the new amount of my month.	y payment.
(D) Limits on Interest Rate Changes	
(Please check appropriate boxes; if no box is checked, there will be no maximum limit on char	ngar l
	iges.)
(1) There will be no maximum limit on interest rate changes.	
(2) The interest rate I am required to pay at the first Change Date will not % or less than %.	be greater than
(3) My interest rate will never be increased or decreased on any single Change Da	ita hu mara than
to the state of th	
two percentage point(s) (2.000	0 %) from
the rate of interest I have been paying for the preceding period.	
	ch is called the
"Maxir.ium Rate."	
(E) Effective Date of Changes	
My new interest rate will become effective on each Change Date. I will pay the amount of	my new monthly
payment beginning on the first monthly payment date after the Change Date until the amount	of my monthly
	, or my monunty
payment changes again.	
(F) Notice of Changes	
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the	he amount of my
monthly payment before the effective date of any change. The notice will include information requ	ired by law to be
given me and also the title and telephon, number of a person who will answer any question I ma	v have regarding
the notice.	, maio rogarding
B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER	
Uniform Covenant 17 of the Security Instrument is amended to read as follows:	
Transfer of the Property or a Beneficial Interes' 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 I	Borrower is not a
natural person) without Lender's prior written consent, Lei de may, at its option, require immediate	e payment in full
of all sums secured by this Security Instrument. However, this or ion shall not be exercised by Len	ider if exercise is
prohibited by federal law as of the date of this Security Instrument, Lender also shall not exercise	this option it: (a)
Borrower causes to be submitted to Lender information required by Lender to evaluate the intender a new loop was being made to the transferance and (b) I and a new loop was being made to the transferance and (b) I and a new loop was being made to the transferance and (b) I and a new loop was being made to the transferance and (c) I and a new loop was being made to the transferance and (d) I and a new loop was being made to the transferance and (d) I and a new loop was being made to the transferance and (d) I and the transferance are transferance and (d) I are transferance are transferance and (d) I are transferance are transferance and (d) I are transferance and (d) I are transferance are transferance and (d) I are transferance are transferance are transferance and (d) I are transferance are transferance are transferance and (d) I are transferance are transferance are transferance and (d) I are transferance	d transferee as if
a new loan were being made to the transferee; and (b) Lender reason by determines that Lender's	security will not
be impaired by the loan assumption and that the risk of a breach of an covenant or agreement Instrument is acceptable to Lender.	in this Security
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condi	tion to I andon's
consent to the loan assumption. Lender also may require the transferee to sign an assumption a	uon to Lender s
acceptable to Lender and that obligates the transferee to keep all the promises and ag een ents made	greenient mat is
in this Security Instrument. Borrower will continue to be obligated under the Note at a this Security Instrument.	urity Instrument
unless Lender releases Borrower in writing.	unity misuumient
If Lender exercises the option to require immediate payment in full, Lender shall give be	rrower notice of
acceleration. The notice shall provide a period of not less than 30 days from the date the notice	e is delivered or
mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower	fails to pay these
sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Sec	curity Instrument
without further notice or demand on Borrower.	0
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained it	n this Adjustable
Rate Rider.	
Salva Lorden Varial 1500 Teste M. Harld	(7.1)
*Karen Gordon Paschal -Borrower Keslie H. Paschal-Siging sol	ely for
*Karen Gordon Paschal -Borrower Leslie H. Paschal-Siging sol	toad Barrower
VALLE IN LANGE	steau Kiyiits
- Fally (Seal)	(Seal)
*AKA Karen Gordon - Borrower	Porrowar

- Borrower