

1081

THIS FAMILY RIDER is made this 22nd day of OCTOBER 1985 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to THE FIRST NATIONAL BANK OF CHICAGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

940 S. McKinley, Arlington Heights, Illinois 60005

(Property Address)

FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Exoneration provision restricting any liability of Harris Trust and Savings Bank, stamped on the reverse side hereof, is hereby expressly made a part hereof.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Family Rider.

HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE, U/T/A DATED 10/22/85, A/K/A TRUST #43378

BY: VICE PRESIDENT

(Seal) Borrower

ATTEST: ASST SECRETARY

(Seal) Borrower

STATE OF ILLINOIS )

COUNTY OF COOK )

PATRICIA R. VANDERLINDE

a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JAMES J. PATNER, Vice President, and KENNETH E. PIKUT, Secretary of said HARRIS TRUST AND SAVINGS BANK, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of October A. D. 1985.

Patricia R. Vanderlinden Notary Public

My commission expires August 11, 1986

MAIL TO Box 15 Dan Linn

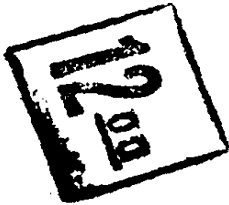
56

T.7 203996

55259182

Prepared by: Cathleen Brady 2 First Nat'l Bank of Chicago

# UNOFFICIAL COPY



85259182

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement and that no personal liability or personal responsibility is assumed by, nor shall any one be assessed or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Property of Cook County Clerk's Office

prepared by

Two 1<sup>st</sup> National Bank  
of Chicago

Cathleen. Brady

DEPT-01 RECORDING 10/29/85 15:25:00  
T#11111 TRAN 6428  
#0312 # A \* -85-259182

85259182

8 5 2 5 9 . 1 8 2

## Parcel 1:

That part of Lots 1 through 9, both inclusive, and the North 1/2 of vacated alley South of and adjoining Lot 9 in Block 24 also the West 1/2 of vacated McKinley Avenue lying East of and adjoining said Lots 1 through 9, both inclusive, and the North 1/2 of said vacated alley also Lots 33 through 37, both inclusive, in Block 25 and the East 1/2 of vacated McKinley Avenue lying West of and adjoining said Lots 33 through 37, both inclusive, and the West 1/2 of vacated alley lying East of and adjoining said Lots 33 to 37, and the South 1/2 of vacated Orchard Street, lying North of and adjoining said lot and lying North of and adjoining the West 1/2 of said vacated alley, all in Arlington Heights, Park Manor, being a Subdivision of the East 1/2 of the South East 1/4 and the East 1/2 of the North East 1/4 lying South of the Right of way of the Chicago and Northwestern Railway (Illinois Wisconsin Railroad) of Section 32, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

That part of the above described tract of land described as follows: Commencing at the North West Corner of said Tract; thence South along the West Line of said tract, 325.29 feet; thence East at Right Angles to the last described line, 8.93 feet to the place of beginning; thence continuing East along the last described line, 68.83 feet; thence South at right angles to the last described line, 56.0 feet; thence West at right angles to the last described line, 68.83 feet; thence North at right angles to the last described line, 56.0 feet to the place of beginning, in Cook County, Illinois.

## Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1, as set forth in the Declaration of easements dated August 15, 1976 and recorded February 25, 1977 as Document Number 23831364, for the purposes of ingress and egress, all in Cook County, Illinois.

Permanent Index No. 03-32-420-037-0000 *98*.

*Property address: 940 S. Mc Kinley, Arlington Heights, Ill*

85259182