

UNOFFICIAL COPY

RIDER TO TRUST DEED

This Rider is made this September 11, 1986, and is incorporated into and shall be deemed to amend and supplement the Trust Deed dated of even date herewith, given by the undersigned (herein "First Party") to secure Borrower's Note to the holders of the Note and covering the property described in the Trust Deed and located at 1126 West Wolfram, Chicago, Illinois ("Premises").

In addition to the covenants and agreements made in the Trust Deed, First Party and the holders of the Note further covenant and agree as follows:

16. At all times, regardless of whether any loan proceeds have been disbursed, this Trust Deed secures as part of the indebtedness hereby secured the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by the holder of the Note in accordance with the Note, this Trust Deed and the said Loan Commitment; provided, however, that in no event shall the total amount of the indebtedness hereby secured, including loan proceeds disbursed plus any additional charges, exceed 500% of the face amount of the Note.

17. This Trust Deed shall be construed under Illinois law. If any provisions hereof are invalid under Illinois law, such invalidity shall not affect the validity of the rest of the Trust Deed and Rider.

18. The proceeds of the loan secured by this Trust Deed will be used for the purpose specified in Paragraph 6404 (1)(c) of Chapter 17 of the Illinois Revised Statutes (1981); the loan secured hereby constitutes a business loan within the meaning of said Section and that, accordingly, the loan secured hereby is exempt from the Illinois usury requirements.

19. Any default under that certain Security Agreement (Chattel Mortgage) dated September 24, 1986 between American National Bank and Trust Company of Chicago, a/t/u Trust Agreement dated February 7, 1984 a/k/a Trust No. 60273 First Party, Neil G. Gaffney, Phillip S. Friedman and Linda Kruhmin-Friedman, Debtor, and Mid Town Bank and Trust Company of Chicago, Secured Party, shall constitute a default hereunder.

20. The holder of the Note will not unreasonably withhold consent, as Mortgagee, to the recording of Condominium Declarations at a later date.

21. The holder of the Note secured hereunder shall provide partial releases at the time of the sale of condominium unit(s) upon receipt of the entire proceeds of the sale of each unit(s), less any closing costs, broker's fees, and other expenses which may be acceptable to said holder of the Note (the "Net Proceeds"). The Sales Prices shall be in an amount agreed upon by the borrower and Mid Town Bank and Trust Company of Chicago at the time of the individual sale of each unit(s). Said consent by Bank shall not be unreasonably withheld.

By: _____
[Signature]

Attest: _____
[Signature]

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Property of Cook County Clerk's Office

DEPT-01 RECORDING
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COOK COUNTY RECORDER

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14⁰⁰ MAIL

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2/Land Title Company of America, Inc./L-300681-C3/HORNE

ASSIGNMENT OF RENTS

86453153

Know all men by these presents, that American National Bank and Trust Company of Chicago, a national banking assn., not personally but as Trustee under the Provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated February 7, 1984 and known as Trust No. 60278 and Neil G. Gaffney, * in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto MID TOWN BANK AND TRUST COMPANY OF CHICAGO its successors and assigns, all the rents, issues and profits now due and which may hereafter become due, under the virtue of any lease, whether written or verbal, or any letting of, or any agreement for the uses or occupancy of, any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinafter of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows: *a bachelor, and Phillip S. Friedman and Linda Krubmin-Friedman, his wife,

LOT 37 AND THE EAST 1/3 OF LOT 36 IN WISNER'S SUBDIVISION OF BLOCKS 1 AND 2 IN THE WEST 1/2 OF BLOCK 7 IN CAVAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN # 14-29-223-034 J.B. 1126 West Wolfram, Chicago, Illinois

and does authorize irrevocably the above mentioned MID TOWN BANK AND TRUST COMPANY OF CHICAGO in its own name to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said, MID TOWN BANK AND TRUST COMPANY OF CHICAGO or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgement deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for \$187,500.00 dollars secured by a Mortgage or Trust Deed dated the 11th day of September, 1986, conveying and mortgaging the real estate and premises hereinabove described to Chicago Title and Trust Company and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

This assignment shall be operative only in the event of a default in the payment of principal and interest secured by said Mortgage or Trust Deed or in the event of a breach of any of the covenants in said Mortgage or Trust Deed contained.



MAIL TO:
This instrument was prepared by:

Carmen Rosario
MID TOWN BANK AND TRUST COMPANY
OF CHICAGO
2021 North Clark Street
Chicago, Illinois 60614

1126 West Wolfram
Chicago IL

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This Assignment of Rents is executed by American National Bank and Trust Company of Chicago as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said Mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that American National Bank and Trust Company of Chicago, individually, or as Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property and this instrument shall not be construed as an admission to the contrary.

Dated at Chicago, Illinois, this 11th day of September, 19 86 A.D.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee as aforesaid.

BY: [Signature]
VICE PRESIDENT

ATTEST:

[Signature]
TRUST OFFICER

VERGILIA BROWN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 31, 1988

9/11/86
Virginia

[Signature]
Neil G. Gaffney

[Signature]
Philip S. Friedman

State of Illinois)
) SS.
County of Cook)

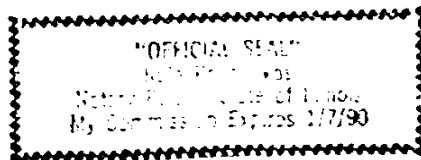
By: [Signature]
Linda Kruhmin-Friedman

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that _____, Vice President of American National Bank and Trust Company of Chicago, and _____, Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that _____, as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of September, 19 86 A.D.

[Signature]
Notary Public

My Commission expires: _____



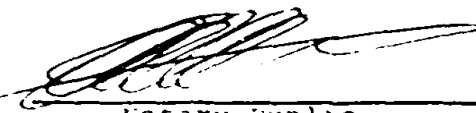
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STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Philip S. Friedman and Linda Kruhmin-Friedman, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

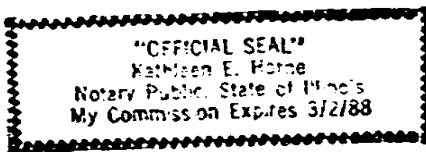
Given under my hand and Notarial Seal this 11th day of September, 1986.



 Notary Public

My commission expires:

2/2/88



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 COOK COUNTY RECORDER

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