

UNOFFICIAL COPY

ENT WAS PREPARED BY: MARIA BRYK
ONE NORTH DEARBORN STREET
CHICAGO, IL 60602

2 RATE

MORTGAGE

ACCT NUMBER 000837674

86556707

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-5000

18^{po}

THIS MORTGAGE ("Security Instrument") is made this 31ST day of OCTOBER 1986, between the Mortgagor, LAKEVIEW TRUST AND SAVINGS BANK

NOT PERSONALLY, BUT AS TRUSTEE UNDER PROVISION OF A TRUST AGREEMENT DATED MAY 15TH 1986 AND KNOWN AS TRUST NO. 7049, wherein "Borrower", and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated 10/31/86 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 01, 2016.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

COOK, State of Illinois

SEE ATTACHED RIDER

COOK COUNTY, ILLINOIS

111 S. Wacker Drive

9/5/86 12 PM 0005

86556707

86556707

which has the address of 4201 N. PAUL THERIOT DR. #1 (herein "Property Address")
IL issued 60609 CHICAGO

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, 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 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 (of the leasehold estate if this Mortgage is on a leasehold) as herein referred to as the "Property".

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, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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If Leader required insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to insure the Note rate and shift the payable, with interest, upon notice from Lender to Borrower requesting payment. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shift the payable, with interest, upon notice from Lender to Borrower requesting payment of interest by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this paragraph 7 unless otherwise specified in the Note rate and shift the payable, with interest, upon notice from Lender to Borrower requesting payment.

Under this paragraph 7, Lender does not have to do so.

such non-life insurance companies to the merger of insurers.

6. **Preservation and Rehabilitation of Properties; Leases and Sales.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Section, instrument is on a leasehold, and the lessee holds the Property under provisions of the lease, and if lessees acquire fee title to the Property, the lessor shall have the right to require the lessee to make good any damage or waste, and to require the lessee to pay all costs and expenses incurred by the lessor in making good such damage or waste.

Under the above arrangement, any application of proceeds to principal shall not exceed or
diminishes further than damage to the property prior to the acquisition shall pass to the extent of the sum soured by this damage.

The less Leader and followers offer more as they are asked, mutualistic species are applied to report to the population of leader and leader's survival is not lessened. If the property damage, it is the interaction of report to the population of leader and leader's survival is not lessened.

An alternative approach to hold the providers and beneficiaries neutral is to designate a third party to make payment to those who made payments to the insurance companies by the insurance carrier and to paid premiums and received benefits. In the event of loss, the third party reclaims the amounts paid previously to hold the providers and beneficiaries. This arrangement probably will be of interest to all carriers.

However, self-promotion disrupts any task which has priority over this sequentially transmitted unless it receives a weighting to the benefit of the self-promoter. (a) If a leader's self-promotion disrupts any task which has priority over this sequentially transmitted unless it receives a weighting to the benefit of the self-promoter, (b) sometimes in good time, the subordinate will start to feel the strain of this pressure to self-promote, (c) because from the leader's perspective, (d) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (e) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (f) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (g) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (h) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (i) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (j) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (k) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (l) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (m) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (n) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (o) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (p) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (q) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (r) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (s) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (t) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (u) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (v) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (w) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (x) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (y) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader, (z) the leader's self-promotion will be accepted if it leads to a number of benefits to the leader.

and address to the person and provide the names of the persons addressed. The notary shall promptly furnish or cause to furnish to the person addressed a copy of the instrument.

4. **Critical point** (Figure 2). The critical point is defined by all the axes, associations, clusters, links and interactions attributable to the Property 3. Critical point is the point where the system reaches its maximum potentiality.

and immediately prior to the sale of the Property or by Lender, any funds held by Lender in the name of application in a trust account shall be deposited into the escrow account.

Upon payment in full of all sums received by this Company for services rendered, it will be the duty of the Company to make up the deficiency in one or more payments as required by Lender.

The funds shall be held in an institution the depositors of which are limited by a federal savings and lending law or an instrument under which the funds to pay the external debts of the state agency trust fund is used in such a manner as to affect the external debts of the state agency trust fund.

2. Funds for leases and insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay all Lender's costs and expenses due the Note, until the Note is paid in full, in sum ("Funds"), equal to the average of (a) early leasehold payments imposed by Governmental entities; (b) early leasehold payments or ground rents on the property; (c) early hazard insurance premiums; and (d) early insurance premiums.

^{1.} Framework of Prinzipal and Lender, Borrower shall promptly pay when due the principal of and interest on the unpaid balance evidenced by the Note and any prepayment and late charges due under the Note.

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9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any applications of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **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, assigned or transferred and Borrower is not a natural person) or if Borrower enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest in Borrower (and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice must provide a period of not less than 30 days from the date the notice 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 Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full

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DF C.C. BOX #165

ACCOUNT NUMBER 00000837674

Space Below This Line Reserved For Lender and Recorder

Notary Public

My Commission expires:

Given under my hand and official seal, this 19 day of

signed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth,
and acknowledged that the said Person(s) whose name(s) are _____, do hereby certify that the said County and State,

personally known to me to be the same Person(s) whose name(s) _____ do hereby certify that LAKEVIEW TRUST AND SAVINGS, ANNUITY Public is and for said County and State,

STATE OF ILLINOIS, COUNTY OF COOK, STATE OF ILLINOIS.

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

80666107

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GIVEN under my hand and Notarized Seal this day of

Trustee Officer of said Bank, who are persons usually known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and Trust Officer, respectively, and delivered the said instrument to me that day in person and acknowledged that they signed and delivered the said instrument in their names and voluntary and without any inducement or pressure.

STATE OF ILLINOIS)
COUNTY OF COOK)
55
I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY
CHOOSE ARTHUR VICE PRESIDENT OF THE LAKEVIEW TRUST AND SAVINGS BANK, AND
JAMES B. POLKES, JR.

President WILLIE LEE **BY** WILLIE LEE **Attala Co.**

DUKE VICE TRUST AND SAVINGS BANK AS Trustee as fiduciary and not personally.

CHARIE VIEW TRUST AND SAVINGS BANK AS TRUSTEE XXXXX
UNDERR TRUST AGREEMENT DATED MAY 15TH 1986
AND KNOWN AS TRUST NUMBER 7049.

IN WITNESS WHEREOF, I have this day executed this Mortgage.

BY SIGNING THIS FORM, I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY STATEMENT and in my rider(s) executed by my broker and associated with the

20. Leader in business, Upon investigation under paragraph 19 of subdivision of the property and in any time prior to the acquisition of any portion of real property held by him, leader in person, as agent of his wards and appendants, shall be entitled to enter upon, take possession of and own and manage the property and receive a sum which he may determine to be paid him for the same, and to collect the rents of the property and to manage it in the same manner as if he were the owner thereof, and to have and to exercise all the rights and powers and reasonable advantages of the proprietor and collector of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable charges, fees, and other to the sum secured by this security instrument.

21. Leader, Upon payment of all sums secured by this security instrument, leader shall release this security instrument with charge to him for the preparation and delivery of a lease or deed shall be without charge.

22. Notwithstanding the foregoing provision shall pass all costs of recordation, if any.

In this *final period*, teacher should be guided to collect all experiences presented by students to form a basis for the discussion.

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86556107

Property of Cook County Clerk's Office

STATE OF ILLINOIS, _____ County ss:

I, THE UNDERSIGNED Notary Public in and for said county and state,
do hereby certify that LAKEVIEW TRUST AND SAVINGS BANK

personally known to me to be the same Person(s) whose name(s) _____
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____
signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19 _____.
My Commission expires:

SUPER SEAL

(Space Below This Line Reserved For Fender and Recorder)

ACCOUNT NUMBER 00000837674

C BOX 4165 C.C. DF

Loan Number: 500000337614

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 31ST day of OCTOBER, 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois, A Federal Savings and Loan Association.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at
4201 N PAULINA UNIT #1, CHICAGO, IL 60609

Property Address

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

A. Interest Rate and Monthly Payment Changes 4.0, 4.25

The Note has an "Initial Interest Rate" of 5.875%. The Note interest rate may be increased or decreased on the FIRST day of the month beginning on NOVEMBER 1ST, 1986, and on that day of the month every 60 month(s) thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1) The weekly average yield of United States Treasury securities adjusted to a constant maturity of 5 year(s), as made available by the Federal Reserve Board.

In no event over the full term of the Note will the interest rate be increased more than 5.875 percentage points (5.875%) from the Initial Rate of Interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding 3.00 percentage points (3.00%) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Date by more than 3.00 percentage points (3.00%) from the rate of interest currently being paid.

(2) Other:

If the interest rate changes, the amount of Borrower's monthly payment, will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

*If more than one box is checked or if no box is checked and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

LAKE VIEW TRUST AND SAVINGS BANK AS TRUSTEE XXXX
UNDER TRUST AGREEMENT DATED MAY 15TH 1986
AND KNOWN AS TRUST NUMBER 7049.

 (Seal)
Borrower

 (Seal)
Borrower

 (Seal)
Borrower

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ADJUSTABLE RATE MORTGAGE RIDER

This note is executed by LAKE VIEW TRUST and SAVINGS BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said MORTGAGE securing the payment hereof, by the enforcement of the provisions contained in said MORTGAGE. No personal liability shall be asserted or be enforceable against the LAKE VIEW TRUST and SAVINGS BANK personally or any person interested beneficially or otherwise in said property specifically described in said MORTGAGE given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said MORTGAGE or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said MORTGAGE given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said MORTGAGE set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

This is to certify that this is the instalment note
described in the within mentioned MORTGAGE

Identification No.....

True too

LAKE VIEW TRUST AND SAVINGS BANK,
As Trustee as aforesaid and not personally.
John Orlitz Vice President
ATTES. John Orlitz TRUST OFFICER

NOTE / ADD

**2-4 FAMILY RIDER
(Assignment of Rents)**

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CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-8000
ACCOUNT NUMBER 000837674

THIS 2-4 FAMILY RIDER is made this **31ST** day of **OCTOBER**, 19 86, 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 **Citicorp Savings of Illinois, A Federal Savings and Loan Association** (the "Lender") of the same date and covering the property described in the Security Instrument and located at: **4201 N PAULINA UNIT H**
CHICAGO, IL 60609

(Property Address)

2-4 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 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. "Borrowers 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in the 2-4 Family Rider.

(Seal)
Borrower

LAKE VIEW TRUST AND SAVINGS **X**
BANK AS TRUSTEE UNDER TRUST AGREEMENT
DATED MAY 15, 1986 AND KNOWN AS TRUST
NUMBER 7049.

(Seal)

(Seal)
Borrower

(Seal)
Borrower

86556707
Over
County Clerks Office

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This assignment of rents is executed by LAKE VIEW TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE VIEW TRUST AND SAVINGS BANK, as Trustee, hereby represents that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note or notes, or trust deed, contained shall be construed as creating any liability on the said LAKE VIEW TRUST AND SAVINGS BANK, either individually, or as Trustee aforesaid, personally to pay the said note or notes or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein or in said notes or trust deed contained, all such liability, if any, being expressly waived by the holder of said note or notes and by every person now or hereafter claiming any right or security hereunder, and that so far as LAKE VIEW TRUST AND SAVINGS BANK, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note or notes and the owners of any indebtedness accruing thereunder shall look solely to the premises above described for the payment thereof, or to the personal liability of any guarantor thereon.

IN WITNESS WHEREOF, LAKE VIEW TRUST AND SAVINGS BANK has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Trust Officer, this 7th day of Nov. , 19 86 .

LAKE VIEW TRUST AND SAVINGS BANK, as Trustee

BY: Chloe Arlan VICE PRESIDENT

ATTEST: James E. Polites TRUST OFFICER

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Chloe Arlan Vice President of the LAKE VIEW TRUST AND SAVINGS BANK, and James E. Polites, Trust Officer of said Bank, 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 Bank, for the uses and purposes therein set forth; and the said Vice President did also then and there acknowledge that he did affix the said corporate seal of said Bank to said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of Nov. , 19 86 .

Helenothy L. Ballouman
NOTARY PUBLIC

205562707

UNOFFICIAL COPY

1 2 3 4 5 6 7 8 9

26556707

PARCEL 1:
THAT PART OF LOTS 13 AND 14 TAKEN AS A TRACT LYING EAST OF A LINE DRAWN
FROM A POINT ON THE NORTH LINE OF SAID LOT 14, 72.17 FEET EAST OF THE
NORTH WEST CORNER THEREOF TO A POINT OF THE SOUTH LINE OF SAID LOT 13,
71.62 FEET EAST OF THE SOUTH WEST CORNER THEREOF AND LYING SOUTH OF A
LINE DESCRIBED AS COMMENCING AT A POINT ON THE LAST DESCRIBED LINE
67.75 FEET SOUTH OF THE NORTH LINE OF SAID LOT 14; THENCE EAST AT RIGHT
ANGLES 20.50 FEET; THENCE SOUTH AT RIGHT ANGLES 4.50 FEET; THENCE EAST
AT RIGHT ANGLES 17.0 FEET; THENCE SOUTH AT RIGHT ANGLES 4.0 FEET;
THENCE EAST AT RIGHT ANGLES 24.75 FEET; THENCE SOUTH AT RIGHT ANGLES
0.50 FEET; THENCE EAST 30.77 FEET MORE OR LESS TO A POINT ON THE EAST
LINE OF SAID LOT 13, 76.75 FEET SOUTH OF THE NORTH EAST CORNER OF SAID
LOT 14, IN BLOCK 27 IN RAVENSWOOD IN SECTION 18, TOWNSHIP 40 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:
EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT "1",
THERETO ATTACHED DATED JUNE 21, 1962 AND RECORDED JUNE 28, 1962 AS
DOCUMENT NUMBER 18518879, MADE BY CHARLES G. MATHIES, INC. A
CORPORATION OF ILLINOIS AND AS CREATED BY THE DEED FROM CHARLES G.
MATHIES, INC., A CORPORATION OF ILLINOIS, AND ROBERT C. FAULER DATED
JANUARY 29, 1971 AND RECORDED FEBRUARY 24, 1971 AS DOCUMENT NUMBER
1851882
FOR THE BENEFIT OF PARCEL 1, AFORESAID FOR INGRESS AND EGRESS.

I.D. #14-18-410-037-0000 22-14
THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 31ST
DAY OF OCTOBER, 1986 A.D..