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Talman Home Federal S&L Association 30 West Monroe Street Chicago, IL 60603

Attn: Rose Svoboda

Loan #234840-3

INTEREGUNTY THEI COMPANY OF HUNOIS

86622691

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by:

Rose Svoboda, Talman Home Federal S&L Assoc.

30 West Monroe Street, Chicago, IL 60603

MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (Security for Construction Loan Agreement)

THIS MORTGAGE (herein "Instrument") is made this day of	
19.86 between the Mortgagor/Grantor Timothy O.T. Ts'o and Linda F. Q. Ts'o	
whose address is 1908 Edgebrook, Pilatine, IL	
United States whose address is 5501 S. Kedzie, Chicago, IL 60629	s of
* WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED FIFTY THOUSAND & 00/100 DOLLARS (\$150.000.00) Dollars, which indebtedness	r").
THOUSAND & 00/100 DOLLARS (\$150,000,00) Dollars, which indebtedness evidenced by Borrower's note dated December 2, 1286 (herein "Note"), providing monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due payable on January 31, 2001: To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thermade by Lender to Borrower pursuant to paragraph 30 hereof (herein Future Advances"); (e) the performance has coverants and agreements of Borrower contained in a Construction Letter Agreement between Lender-	and and con,
Borrower dated 19 19 19 19 19 19 19 19 19 19 19 19 19	and age, the
recorded in	
in and to } the following described perty located inCookCounty	rop-

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

" Property", together with said property (of the leasehold estate in the event this linstrument is on a leasehold) are herein referred

sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and with the property, including, but not limited to, those for the purposes of supplying or distributing heating, goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection property, and all fixtures, machinery, equipment, engines, hollers, incincrators, building material, appliances and rents, toyalties, minetal, oil and gas rights and profits, water, water rights, and water stock appurenant to the heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, Тосятиях with all buildings! his powendils, and lienements now of hereafter erected on the property, and all

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Uniform Covenants. Borrdwe and Lender covenant and a refe as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when out the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Instrument.
- 2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments 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 any, (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 and reasonable 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, premiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably doem 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 accounts 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, rents, taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covenant or agreement of Borrower in this Instrument. 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 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 applicable 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 giv. to Borrower, without charge, an annual accounting of the Funds in Lender's normal formal 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 Imstrument.

If the amount of the Funds held by Londer at the time of the annual accounting thereof shall exceed the amount doemed necessary by Lender to provide for the payment of y atc and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, such excess shall be credited to Bostowick in 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 diversed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, Bostowic shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Bostower requesting pay next thereof.

Upon Borrower's breach of any covenant or porcement of Borrower in this Instrument, Lender may apply, in any amount and in any order as Lander shall determine in Lender's sole discretion, one Funds held by Lender at the time of application (i) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Instrument. Upon 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 has 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; (v) his rest 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 returne Advance, provided that if more than one Future Advance outstanding. Lender may apply payments received among the principal of any returne 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 pay, ble 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, assents, premiums, and Other Impositions attributable to the Property at Lender's option in the manner provided under paragraph 2 hereof or, if no 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 witting. Borrower shall promptly furnish to Lender all notions 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 n ay have, priority over or equality with, the lion of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or that risks to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrument, of the perfected against the Property.
- S. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected in the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent to a said such other hazards, casualties, liabilities and contingencies as Lender (and, if this Instrument is on a leasehold, the ground lease) shall require a sain such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid, at Lender's option, in the major or provided under paragraph 2 hereof, or by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may design ate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard include. Lender shall have the right to hold the policies, and Borrower shall promptly furnitie 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 testoration 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 Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction 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 of the right, title and interest of 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 acquirisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all

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obe their randers incurbe of any emerge herococks or glens i hereof operate to cure or waive Burrower's default in due of all other turns so secured or to declary a default for failure to make prompt payment. The procurement of insurance or the payment of the indebtedess secured by this instrument. sum secured by this instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when substicts by applicable law, thall not be a waiver of or preclude the exercise of any right or remedy. The scoopsance by Leader of payment of any 13. FORREARANCE BY LENDER NOT A WAIVER. Any torbearance by Lender in exercising any right or remedy bereunder, or otherwise

charge, together with such title hauteance premiums and attemest's fees as may be incurred at Lender's option, for any such action if taken at and secured hereby, and shall not affect the lien or principle to the horsest of the property. Borrower shall pay Leader a secured hereby. abell not alless the obligation of Bortower or Bortower's ausonsors or enigns to pay the sums sound by this Instrument and to observe the constants of Bortower constants and the constants of the summer of Bortower constants and the constants of the payment of the or change the amount of the monthly installments payable thereunder. Any scrious taken by Leader pursuant to the terrat, of this paragraph 12 sees, and agree in wanter with Borrower to modify the rate of interest or period of amortization of the Mote with actionibectus to sois dia Aire additional security, reconvey any part of the Property, or seen to any map or plan of the Property, consent to the granting of any essement, join in the certife and care to beyonds; of said independent, grieges from the lien of this Instrument and or the Property, take or release other or or any parts thereof, reduce the payments therpost, releted anyone liable on any of said indebtedness, source i resewal note or souse therefor, moduly notwithis and ing Borrower's breach of any coverant or agreement of Borrower in this instrument, extend the time for payment of said indebtedness content of Bottower, Bottower's successors or amigns or of any imnor lienbolder or guarantor, without liebility on Leader's part and 12. BORROWER AND LIEWAND RELEASED. From time to time. Lender may, at Lender's option, without giving notion to or obtaining the

out of any sweeter, broccode, generates or claims subject in commenzion with such condemnation or initial as Lender may re ein of set of se collection of such amounts, at Lender's option, to restoration or repair of Property or to payment of the sums secured by this Instrument, whichies or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Borrower, I nices Borrower and postants emposists femals to abbili and emerger behaves becoods or genesses aper the deduction of Lead- a whence in

is our a leasethold, to the rights of lessor unider the ground lease. Property, or part thereof, or for conveyances in theu of condemnsions, are hereby assigned to and shall be paid to from the training from the paid to from the formulations. payment or claim for damages, threet or consequential, in connection with any condemnation or other tale, at, 'hether direct or indirect, of the direct or indirect, and to settle or compromise any claim in connection with such condemnation or other tal and. The proceeds of any award, and proceeds, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or discrimg of the Property, whether 31. -CONDENSIVATION: Berrawer shall promptly doubly Lender of any action or proceeding relaing to any condennation or closer taking, where the indirect, of the Property, or pen their mid-man and the end of any such action or proceeding values otherwise or indirect, or the Property, or pen taking and the ender a proceeding taking and the ender in and the ender in the end in t

the lease expiration date, the rent payable and the rent paid. independent certified patific accountment. Borrower shall fairniah, together with the foreso ng flushedal statements and at any other time upon Lander's toquest, a rent-actual for the Property, virtalied by Borrower, showing the name of the free and for each tenant, the space occupied, the Property and a statement of changes in financial position, each in reasonable detail as I certified by Borrower and, if Londer shaff require, by an per support one hundred and recently days after the end of each faces year of Bo ready, a belance theer, a statement of moome and expenses of immamments shall be subject to examination and inspection at any reasonable time by Lender, Upon Lender's request, Borrower shall furnish to Progerry and copies of all written contracts, lesses and other instruments witch officer the Property. Such books, records, contracts, leases and o may approve in writing, complete and accutant books of accounts and record, adequate to reflect correctly the results of the operation of the 14. BOOMS AND RECORDE: Borrowit: shall keep and maintain at all the an Borrower's address stated below, or such other place as Lander

9. INSPECTION. Lender may make or cause to be made spanocably souther upon and inspections of the Property.

whole or in part, by the indeptedness secured hereby. Nothing or takes in this panagraph & shall require Lender to incur any express or take any applicable law. Berryner harehy coversame and agreets their Ac ries abail be subnessed to the lies of any morange or other lies discharged in of anoth betoelies ad year dainter star medgid ads 14 term contrary to applicable law, in repich event such entuents abili bear into have and all part interests to seem the indicated and according to the Moto Medical modern and the part interests of interests at all the part interests of the part interests at all the part interests and the part interests at all the part interests at semest by this lastrument. Unites Bostower and Lander 1819s to other terms of payment, such amousts shall be immediately due and payable a Any, anomats disputable by Lender pursuals of this paragraph 8, with interest thereon, shall become additional indebedance of Borrower

lease on behalf of Borrower and the curic. (* 2.3), default of Borrower in the terms and conditions of the ground lease. mute sach appearance, diaburne such stang and rate such action as Lender deems necessary, in its sole discretion, to protect Lander's instinguing, but not immined no, (i) disburnes necessary from the Property to make repeirs, (ii) procurement of saddingers.

(iii) procurement of sadding paragraph 5 serve, rand (iv) if this instrument is on a bearchold, exercise of any option to resent the ground instrument of sany option to resent the ground. quarier inteleasest cope entermises a naturalistic et biscosquille inteleates a prayimbir et quesquir illes grange ut prayimbir et perion aust or or proceeding a course cook which the Property of the Derso of the Inspect of Leader therein, including, but not limited to, connect the 2. PROTECTION OF LE. D.A SECURITY. If Borrower fails to perform the covenants and agreements contained in this Instrument, or if any

ge in the toning classif arion of the Property without Lender's prior written consent. the use for which all over a part of the Property was intended at the time time this instrument was executed. Borrower shall not indicate or sequiesce in a 7. USE OF FECOTO This is the single by applicable hay or unless Lander has otherwise agreed in writing, florrower shall not allow changes in

es to pecome, a hen an such fee entate, promune of the transfer from writing to such merger, if Borrower shall acquire such fee estate, then this instrument shall simultaneously and without further action be spread so lease by resean of taid leasehold estate or taid fee estate, or any part of either, coming into common ownership, unless Lender thail consent in and interests, and Borrower shall not be a merger of the ground lease, or of the leasehold estate created thereby, with the fee estate coverable ground lease. Bohtower shall not surrender the leasehold estate and interests herein conveyed not terminate or cancel the ground lease creating said estate

carbeix to anth consusuir not say other correspent consisted in the groups lesse. and depiter in Lender the ignor's estoppel ostificate required thereby expressly transfers and assigns to Lender the benefit of all carester the land, but Lender shall have no Lender the benefit of all caresters can with the land, but Lender shall have no Lender the under the ground lease by any party thereto and, if required by Lender, shall permut Lender as Borrower's assoracy in-fact to control and sets for Borrower in any such remedial proceedings and (v) shall within thirty days after request by Lender obtain from the leases the ground lease days after such option becomes exercisable, (iv) shall give immediate written notice to Lender of the commencement of any remedial proceedings to Lender of any default by lessor under the ground lesse or of any notice received by Borrower, from such lessor of any option to renew or extend the ground lesse and give written constrmation thereof to Lender within things thirty. If the Instrument is on a lessebold, Borrower (i) shall comply with the provisions of the ground lease, (ii) shall give immediate written notice

metal of fathres, equipment, machinery and applies enters incident to the cepture spensor in or on the Property exc nove, demonth of alter any improvement now existing no beneather executes on the Property of any families, equip perporting to affect the Property, the security of this foarament or the rights or property of Leader. Pleither Borrower nor any season or other person 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 delightly the Property, including improvement, are remover, and a constitution of the property, including improvement, are supplement, and shall replace Arministration in good repair, (e) shall comply with all laws, actions are remover, and the Property in the Property in the Property of the Property damage, injust or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair. or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any

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- 14. ESTOPPEL CERTIFICATE. Borrover that within ten lays of a written sequent from Lende furnal seems with a written statement, duly acknowledged, setting forth the sums secured by this instrument and any right of set on commercial or other defense which exists against such sums and the obligations of this instrument.
- 15. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is intended to be 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, may 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 statement 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 said items. Borrower shall pay 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, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions 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 separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 27 of this Instrument.
- 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 exer dee 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 agree, 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 Arreclosure; 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 racyoses 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 reconably calculated to prevent the accrual of any right to a set-off against rent, (ii) notify Lender thereof and of the amount of said set-offs, and (iii) within ten days after such accrual, reimburne the tenant who shall have acquired such night

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 be seall of the rights and powers possessed by Borrower prior to such assignment and Lender shall have the right to modify, extend or terminate rach existing leases and to execute new leases, in Lender's sole discretion.

- 17. REMEDIES CUMULATIVE. Each remedy provided in this list rument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, it dependently, or successively, in any order whatsoever.
- 18. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. If nor over shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar of successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency (ct., 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 sian of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if, is instee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal Pankruptcy 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, involve any remedies permitted by paragraph 27 of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with dorrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to perigraph 8 hereof.
- 19. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPT'. (1). On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Borrower (if Borrower is not i natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums sented by this Instrument to be immediately due and payable, and Lender may invoke any remedies 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 creditworthiness 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 the Property of three years or less (or such longer lease term as Lender may remait by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this Instrument is of a leasehold);
 - (d) sales or transfers of beneficial interests in Borrower provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Borrower, but excluding sales or transfers under subparagraphs (a) and (b) above, do not result in more than 49% of the beneficial interests in Borrower having been sold or transferred since commencement of amortization of the Note; and
 - (e) sales or transfers of fixtures or any personal property pursuant to the first paragraph of paragraph 6 hereof.
- 28. 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 at Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice 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 designate 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 Lender 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 exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. 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 provisions hereof.
- 22. UNIFORM MULTIFAMILY INSTRUMENT: GOVERNING LAW; SEVERABILITY. This form of multifamily instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform accurity instrument overing 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

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production of sources is a sproportion of all resis and revenue of the Property, all on under the interest of processing and the analysis of repeirs to the seconds of contracts providing for the management or measures of the Property, all on such terms as the decembed by the property and the property, all on such terms of the property of the property, all on such terms of the second by the property of any coverant of the the event Lender elects to seek the appointment of the Property upon Borrower's breath of any coverant of the interest in this functioner, Borrower hereby expressly consents to the appointment of unch receiver. Lender with a receiver shall be excited to receive a reasonable fee for so managing the Property. Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may it a road, by againt or by a court, regardless of the adequacy of Lender's accurity, enter upon and take and maintain full control of the Property is order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the froperty is order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the custom, cancellation or

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therefor, delivered to each sensent personally, by mail or by delivering such demand 4. . — rental unit, without any liability on the part of said tends to inquire further as to the enissence of a default by Borrower. MOTOR MODELLA SUST MUSIC STICH LAUR DEALS OF TO SUST DEALS STICH LAURS TO PERSON OF THE PARTY OF ustre ro inch lever goldonel veleria commissione abou genhald of moth vilves vories of Boulonel's pleasin pA Feages to Boulon provided, however, that the witten notice by Lender to Morrower of the breath of Romower shall contain a state ni sectorate tabas. Ladi iai due and ungaid, and all such rents shall immediately upon delivery of such nout, be held by Borrower as trustee for the ber an property and received an increase and received an increase of the property at the presence of the person of the in this fusicument, Romower shall collect and receive all river. In a receiver of the Property as trustee for the benefit of Leader and Borrower, to provided, however, that prior to written notice given by Let de to Borrower of the breach by Borrower of any covenant or agreement of Borrower agains to collect the aforested rests and revenues and hereby, threets each tenant of the Property to pay reach rents to Lander's age. the Property, including those now due, past due, or to scoons due by virtue of any lease or other agreement for the occupancy or use of all evenues of the Property are payable. Borrower hereby authorizes Leader or Leader's indebedness evidenced by the Note, Borrover, P.o., by absolutely and unconditionally assigns and transfers to Lender all the trans and new VERICHMENA OR BENAR! VALCENIA OR BECENAR! FENDER IN LORGERRION VE DEL O, THE COMPRESSION OF THE

destroyers are a forestance of the coverage and conditions of the Construction Loan Agreement, screen, are accessed the sume upon the Property, (i) may investment the first provided in the Construction Loan Agreement, (ii) may accelerate the sume secured by the Property, (i) may investment the provided in paragraph 37 horses, or (iii) may do both. If, after the commencement of amounted by Lender, from and after such safe the Construction Loan Agreement shall constant any only the Now is distributed to a secure of the Now is distributed to the construction of the Now is distributed to the Now in the Now is distributed to the Now is distributed to the Now in the Now is distributed to the Now is distributed to the Now in the Now is distributed to the Now in the Now is distributed to the Now in the Now is distributed to the Now is distributed to the Now in the Now is distributed to the Now is distributed to the Now in the Now is distributed to the Now is distribu to be a peri of this instrument a From given to t now header deems accountly to protect Lander), incorate shall, upon request of Lender, execute and deliver to Lender, execute and deliver, and the Property and which relate to the construction of the Property and which Bourover may have ago, at the party supplied habor, materials or sarvices in connection with construction of the Property. In Bourover may have ago, at the Construction Loan Agreement, Lender's option, with or without entry case of breach by Borrow, at Lender's option, with or without entry case of breach by Borrow, at Lender's option, with or without entry case of breach by Borrow, at Lender's option, with or without entry case of breach by Borrow, at Lender's option, with or without entry case of breach by Borrow.

shall be payable and notice from Lender to Borrower requesting payment therefor applicable law in which event such amounts that bear interest at the highest rate which may be collected from Borrower under applicable law and insertat from the date of disburcement at the rate stated in the Note, unless collection from Borrower of success at such rate would be contrary to the Construction Loan Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the security of this lineraments pursuant to the Construction Loan Agreement. All such sums shall be treated as disbursements pursuant to the Construction Loan Agreement. All such sums shall be treated as disbursements pursuant to the Construction Loan Agreement. All such sums shall be treated as disbursements pursuant. Construccion Loan Agreement shall be indebtedness of Borrower secured by this instrument, and such advances may be obligatory as provided in Agreement, if any, which is hereby incorporated by reference in and made a part of this incurances. All advances made by Lender pursuances the

A. WANTELLY MARKELLEGIC And the right to determine the order in which any or any other security instants 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 have the right so determine the order in which any or all portions of the indebtedness accured hereby are satisfied from the proceeds recinite in the processing the casemine of the indepted hereby are satisfied and any party who now or party in the processing the provided hereby waives my and any party who now or the casemine of the general processing the factor of the remains of any of the remained by applicable law or provided herein.

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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.
- 28. RELEASE. Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.
- 29. WAIVER OF HOMESTEAD AND REDEMPTION. Borrower hereby waives all right of homestead exemption in the Property. If Borrower is a corporation, Borrower hereby waives all right of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Instrument, except decree or judgment creditors of Borrower.
- 31. The Borrower returns its and agrees that the proceeds of the Note secured by this Mortgage will be used for the purpose specified in Section 6404 (1) (c) of Chapter 17 of the Illinois Revised Statutes and that the principal obligation secured hereby constitutes a business foan which comes within the purview of sail persgraph.
- 32. It is convenanted and agreed that the property mortgaged herein shall at no time be made subject to any Trust Deed, Mortgage or other lien subordinate to the lien of this increment. In the event that the property mortgaged herein does become subject to any such Trust Deed, Mortgage or other lien subordinate to the lien of this Mortgage, Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender riay invoke any remedies permitted by paragraph 27 of this Instrument.

IN WITNESS WHEREOF, Borrower has excuted this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

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poration, general partner on behalf of (name of partnership) -too. -nerted partnert-(aogjo) pà (ususe ol officer) The foregoing instrument was scknowledged before me this Seets of Illinois, County ss: COBPORATE LIMITED PARTNERS AT ACKNOWLEDGMENT Notary Public My Commission Expires: .qidrisansq bəsimil s Tostan schrowledging) The foregoing instrument was acknowledged before me this gaiogened adT STATE OF ILLINOIS, County ss: INDIAMANT TIMILED BYBLINEBSHIB YCKNOMTEDCMENT My Commission Expires: 14-20-90 Notary Poblic Given under my hard and official seal, this All... day of DRCLMEAK. voluntary act, for the acce and purposes therein set forth. STATE OF ILLINOIS, COUNTY SS: INDIAIDRYF YCKNOMFEDCHENL Notary Public My Commission Expires: of the corporation. S (name of corporation) ра (berлou эскномјецалив) (ဆမ္မာ၀) STATE OF ILLINOIS, COURTY SE. COBPORATE ACKNOWLEDGMENT

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My Consmission Expires: (1997) (1997)

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 2nd day of December, 1986 and is incorporated into and shall be deemed to amend and supplement the Multifamily Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

> 1908 Edgebrook, Palatine, Illinois (Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL INCREASE. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENT WILL DECREASE.

the provisions corcained in the Note concerning per annum interest rate and monthly payment changes are as follows:

".... The initial rate of interest due and payable hereunder shall be 10.00 percent per annum. The interest due and payable heledhider shall be the most race of the first subject to change, however, beginning on the 1st day of January, 1992 and on that day every Thirty Sixth (36th) month thereafter (the "Change Dates") subject only to the limitations set forth herein. The per annum Rate Of Interest shall be changed on sech "Change Date" to a "Rate Of Interest" which equals the "Current Index Pate" plus 3.00 percent. The Current Index Pates shall be the most race of "Index Pates" symilable as of 30 Index Rate shall be the most recent "Index Rate" available as of 30 days prior to a Change Date. The Lidex Rate shall be the yield in United States Treasury securities adjusted to a constant maturity of Three Years, as made available by the Federal Reserve Board. If the Index Rate is no longer available, the holder of the Note will choose a new index which is based upon comparable information. Written notice of the note holder's choice of a new index shall be sent to the undersigned.

Changes to the per annum rate of interest. As described above, shall be subject to the following limitations. During the term of the loan the per annum rate of interest on any Change Date shall never be greater than 15.00 percent per annum or be less than 10.00 percent per annum. Late charges and default charges as specified below, however, are payable in addition to the per annum rate limitations set forth in this paragraph and nothing contained herein shall be deemed to limit the imposition of such late charges and/or default charges.

The initial monthly installment payments of principal and interest shall be in an amount necessary to amortize the original indebtednos. together with interest at the initial rate, over a Twenty Five year period (the Amortization Period). Monthly installments of principal and interest, however, shall be changed, effective with the installment due in the month immediately subsequent to the Change Date, to an amount necessary to amortize the principal balance outstanding on such Change Date, together with interest thereon at the new per annum rate of interest over the number of years remaining in the Amortization Period. Interest on this loan shall be payable monthly in arrears, except that per diem interest from the date of disbursement to the end of the calendar month in which disbursement occurs shall be payable in advance.

IN WITNESS WHEREOF, Borrower has executed this RIDER.

Borrowers: Linda F.Q. Ts'o

Borrowers: Linda F.Q. Ts'o

Borrowers Address: 1908 Edgebrook,

Palatine, Illinois

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