11-16-84412 Belluston

WHEN RECORDED MAIL TO

LOAN #234869-1

Talman Home Federal Savings & Loan Association 30 West Monroe Street Chicago, Illinois 60603

Attn: Rose Svoboda

BOY 333 - GG

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by:

R. Svoboda, Talman Home Federal
Savings & Loan Association 30 W. Monroe St., Chicago, IL 60603

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

19.87., between the Mortgagor/Grantor, Salvatore Romano and Giovanna Romano, h	is wife.
whose address is8059.W84th.S(reet., Justice, Illinois. (herein "Borrower"), and the Mortgagee,	tion
united States whose addrs is 5501 S. Kedzie, Chicago, Illinoi	s
WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED NINETY. THOUSAND AND 00/100 (\$190,000.00) Dollars, which independent of the principal sum of ONE HUNDRED NINETY.	ebtedness is
evidenced by Borrower's note dated May 2, 1987 (herein "Note"), pronthly installments of principal and interest, with the barance of the indebtedness, if not sooner page 1987.	providing for
payable onJune 1. 2001	thereon, and rest thereon, formance of Lender and
Borrower dated	rument; and by mortgage,
recorded in	••••••••••••••••••
in and to] the following descent located in	cribed prop- (

THE WEST 119.81 FEET OF LOT 1 IN BLOCK 5 IN FREDERICK H. BARTLETT'S GOLFVIEW, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35 TOWN-SHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

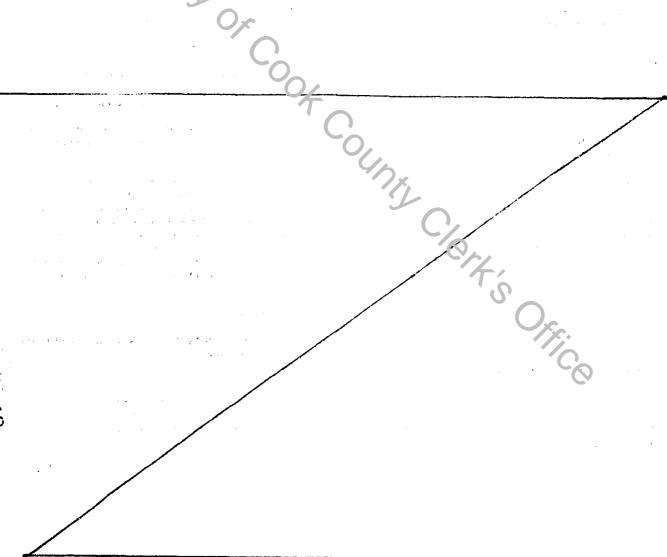
PI # 18-35-406-001 Jm

8059 W. 84th St. Justice, Illinois

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 leasehold, that the ground lease is in full force Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,

"Yneqorq" ett 28 ot together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred

sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doorg, 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, boilers, incinerators, building materials, appliances and rents, toyalties, mineral, oil and gas rights and profits, water rights, and water stock arguranant to the heretofore or hereafter vacated alleys and streets abuting the property, and all easements, right, appurtenances, TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all



- **PAYMENT OF PRINCIPAL** 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, premiuma, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option.

The Funds shall be held in an institution(s) the deposits or 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 gire to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the priprise for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this

If the amount of the Finds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment or vater and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, such excess shall be credited to Bortowic on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount demed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, no rower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting paying it thereof.

Upon Borrower's breach of any covenant or egreement of Borrower in this Instrument, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, by Funds held by Lender at the time of application (i) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions which ar, 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 Instrumen. Lender shall promptly refund to Borrower any Funds held by Lender.

- 3. APPLICATION OF PAYMENTS. Unless applicable in 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; (vit in rest payable on any Future Advance, provided that if more than one Future Advance is outstanding. Lender may apply payments received amorg the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine: (vii) principal of ar reluture Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the principal t alances of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (viii) any other sums secured by this Industry, and 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, asse aments, 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 writing. Borrower shall promptly furnish to Lender all actions 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 ht ve, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrum at 10 be perfected against the Property.
- S. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on 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 and such other hazards, casualties, liabilities and contingencies as Lender (and, if this Instrument is on a leasehold, the ground lease) shall require a si in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid, at Lender's option, in the moni 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 cases are in writing

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard in... if se clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish in 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 be expiration date of a policy. 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 Borre wer to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to deduct therefrom Lender's expenses to deduct the deduct therefrom Lender's expenses to deduct the deduct therefrom Lender's expenses to deduct the deduct therefore the deduct therefore the deduct t In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and 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 raimburse Borrower for the cost of reconstruction or repair of the Property or (b) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof (subject, however, to the rights of the lessor under the ground lease if this Instrument is on a leasehold).

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on 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 insutance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or

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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payment of sums secured by this instrument due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of the indebtedess secured by this Instrument, not their location of the indebtedess secured by this Instrument, not their for the indebtedess secured by this Instrument, not their for the indebtedess secured by this Instrument, not their form of any awards, proceeds or damages under paragraphs 5 and 11 hence operate to cure or waive Borrower's default in afforded by applicable law, shall not be a waiver of or preciude the exercise of any right or remedy. The acceptance by Lender of payment of any such payment shall not be a waiver of Lender's right to either require prompt payment when 13. FORBEARACE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right of remedy hereunder, of otherwise

shell not affect the obligation of Borrower's successors or essigns to pay the state secured by this Instrument and to observe the constants of Borrower contained herein, shall not affect the generally of key person of the Property. Borrower shall pay Leader a reasonable service indebtedness secured hereby, and shall not affect the lies or priority of tien hereof on the Property. Borrower shall pay Leader a reasonable service charge, together with such inte insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if takes at additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any enterest or period of amortization of the Property, ones of the granting any extension agreement, the Property of any extension of the paragraph 15 of the general of the period of or say part thereof, reduce the payments thereon, release sayons liable on any of said isdebtedness, accept a renewal acts on notes therefor, modify the terms and time of payment of the Property, take or release other or the terms and time of payment of the Property, take or release other or consent of Borrower's successors or assigns or of any junior henholder or graramont, without liability on Leader's part and norwithtending Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said includences 12. BORROWER AND LIEN NOT RELEASED. From time, to time, Leader may, at Leader's option, without giving actions to or obtaining the

Lender otherwise agree is writing, any application of proceeds to principal and extend or positions the due date of the roughly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such in each evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or calling as Lender may require. whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to florrower. I aless florrower and collection of such amounts, at Lender's option, to restoration or repair of the Property of to payment of the sums secured by this Instrument, promes authorizes Leader to apply such awards, payments, proceeds or damages, after the deduction of Leader s on times incurred in the

direct or institucing and to settle or compromise any claim in connection with such condennation or other, as hat. The proceeds of any award, payment or claim for demagnes, direct or consequential, in connection with any condennation or other tail 2, " pather direct or indirect, of the Property, or past thereof, or for conveyances in lieu of condennation, are hereby antigned to and shall be paid to 1 and the institute of indirect, of the is non-versances in lieu of condennation, are hereby antigned to and shall be paid to 1 and the institute of indirect, of the instrument is on a leasehold, to the rights of least under the ground lease. and procecus, in Lender's or Borrower's name, any scrion or proceeding relating to any condemnation on the Property, whether otherwise directed by Lender in writing. Borrower authorizes Lender's option, as attorney-12 sect for Borrower, to commence, appear in APARPERS queet of reducer, of the Property, or part thereof, and Borrower shall appear in and 7,0 scule any nuch action or proceeding unlength.

the lease expuration date, the rent payable and the rent paid.

independent certified public accountant. Borrower shall furnish, together with the for going fluxactal statements and at any other time upon tendent, are trent echedule for the Property, certified by Borrower, showing the name of certified by the paper occupied, a rem expective for the Property, certified by Borrower, showing the name of central tendent, and for each tenant, the space occupied. Lender, within one hundred and twenty days after the end of each facal year of Bor ore, a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in resonable detail are certified by Borrower and, if Lender shall require, by an 16. BOOKS AND RECORDS. Borrower shall keep and maintain at all the property address stated below, or such other place as Lender may approve in writing, complete and accusate books of accounts and record adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments at any reasonable time by Leaders request, Boirower shall be subject to examination and inspection at any reasonable time by Leaders request, Boirower shall be subject to examination and such contracts.

INSPECTION. Lender may make or cause to be made reasonable ordies upon and inspections of the Property.

secured by this instrument. Divise Borrower and "ender, gree to other termes, such amounts the borrower and secure of the barrower and secure of payable and shall be instrument. Unless Borrower and sender, gree to other terms of payable amounts of instrument of the barrower of disbursament at the late of the bighest rate which may be collected from Borrower under constrary to applicable law, in which event such amounts about a the bighest rate which may be collected from Borrower under applicable law, in which event such amounts about a the bighest rate which may be collected from Borrower under applicable law, and which are such as a series of any mortgage or other ties discharged, in applicable law, Borrower hereby coverants and agrees that Let det shall be subrogated to the indebted or other in any expenses or take any whole or in part, by the indebtedsets secured hereby. Nothing, contains paragraph 8 shall require Lender to incur any expenses or take any Any amounts disbursed by Lender pursuan, or this paragraph 8, with instruct thereon, shall become additional indebtedasse of Borrower

insurance as provided in paragraph 5 hereo, and (iv) if this fasturanent is on a leasthold, exercise of any option to renew or extend the ground is accepted of Botrower and the strong so and delast. make such appearances, disbures such bear and take such action as Leader deems accessary, in its sole discretion, to protect Lander's institution, to institution, (ii) disbursess int of attacks and action as Indeed to the Property to make repair, (iii) procurement of attacks institution. domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Leader at Leader's option may action or proceeding is comme toted which affects the Property or title thereto or the interest of Lander thereta, lackuding, but not limited to, eminent E. PROTECTION OF LEC'D. A'S SECURITY. If Borrower fails to perform the covenant and agreements contained in this lastument, or if any

7. USE OF PROPRATY. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in a the use for which all ot any part of the Property was intended at the time this laneument was executed. Borrower shall not initiate or acquiresce in a change in the soning classification of the Property without Lender's prior written consent.

is to become a tier on such fee estate.

lesse by reason of said lessehold estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to such merger; if Borrower shall acquire such fee estate, then this lastrument shall simultaneously and without further section be spread so writing and interests, and Borrower shall not, without the express written content of Lender, alter or amend said ground lease. Borrower cuvenants and agrees that there by all the fee catate created thereby, with the fee catate covered by the ground eaglest that there shall not be a merger of the ground lease, or of the leasehold estate created thereby, with the fee catate covered by the ground Borrower shall not surrender the teaschold catate and interests herein conveyed not terminate or cancel the ground lease creating said estate

and deliver to Lender the lessor's estoppel certificate required thereunder, if any. Borrower hereby expressly transfers and assigns to Lender the benefit of all covenants contained in the ground lesse, whether or not such covenants not say other covenants contained in the ground lesse. Borrower in any such remedial proceedings and (v) shall within thirty days after request by Lender obtain from the lessor under the ground lease under the ground lease by any parry thereto and, if required by Lender, shall permit Lender as Borrower's attorney-in-fact to control and act for If this Instrument is on a teasehold, Borrower (i) shall comply with the provisions of the ground lease, (ii) shall give immediate written notice to any default under the ground lease or of any default under the ground lease by Borrower, (iii) shall exercise any option to renew or extend the ground lease and give written confirmation therefor the Leader writtin thing the commencement of any remedial proceedings days after such option becomes exerciseable, (iv) shall give immediate written notice to Leader of the commencement of any remedial proceedings days after such option becomes exerciseable, (iv) ahall give immediate written notice to Leader of the commencement of any remedial proceedings.

nce in ot the Property except when incident to the replacement of fixtures, equipm ibali remove, demolish or alter any improvement now existing or hereafter erected on the Proparty or any fixture, equ purporting to affect the Property, the security of this linstrument or the rights or powers of Lender. Neither Borrower not any sentant or other person sad (1s) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding requirement shall be waived by Lender in writing, (g) shall generally operate and maintain the Property in a manner to ensure maximum remak. damage, injury or lose thereto, whether or not insurance proceeds are available to cover in whole or in part, the coats of such restoration or repair.

(d) shall keep the Property, including improvements, fixtures, equipment, machinery and applicances therefore in good repair, (e) shall comply with all laws, ordinances, regulations and requirements on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governments body applicable to the Property (f) shall provide to professional management of any governmental body applicable to the Property (f) aball provide to professional management of any governmental body applicable to the Property of a contract approved by Leader in writing, unless such the Property by a residential property manager satisfactory to Leader pursuant to a contract approved by Leader in writing, unless such or any part of the Property to the equivalent of its original condition, or such refer condition as Lender may approve in writing, in the event of any

- 14. ESTOPPEL CERTIFICATE. Border shall within to day, of a written lequest from Lenger formsh lender with a written statement, duly acknowledged, setting forth the sures society by this lastrument and any a gired a profit, abunta laim 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 at 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. Sorrower, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. All leases of the Property shall specifically provide that such leases are subordinate to this Instrument; that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; that the tenant agrees of execute such further evidences of attornment as Lender may from time to time request; that the attornment of the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's option, accept or reject such attornments. Borrower shall not without Lender's written consent execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property providing to 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 tensuit p oposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (ii) notify Lender thereof and of the amount of said set-offs, at a (iii) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively ancharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

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

- 17. REMEDIES CUMULATIVE. Each remedy provided in this in 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, independently, or successively, in any order whatsoever.
- 18. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. In Concern shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or to involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Lender, is outon, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender my involve any remedies permitted by paragraph 27 of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 8 hereof.
- 19. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION. On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Borrower (if Borrower is not a instural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sumplement by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 27 of this Instrument. The 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 transferce's creditworthiness and management ability are satisfactory to Lender and the transferce has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, i chiding, 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 be mit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this Instrument is use 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.
- 20. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by certified mail addressed to Borrower 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 covering real property and related fixtures and personal property. This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this

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Any entering upon and taking and maintaining of control of the Property by Leader or the receiver and any application of rems as provided berein, the care or waive any default hereunder or invalidate any other right or remedy of Leader under applicable law or provided herein. This assignment of rents of the Property thall serminate at such time as this functionates to secure indebtodness held by Leader.

If the nears of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the nears of the Property are not such purposes shall become independence of Borrower to Lender secured by this Instrument pursuant to paragraph 8 hereof. Unless Lender and Borrower agree in writing to other terms of payment, such amount shall be payment thereof and shall best inserted from the date of disbursement at the rate stated in the Note unless payment of inserted in the Note unless payment of inserted as such rate would be contrary to applicable law, in which event such amounts shall best interest at the highest rate which may be collected from Borrower under applicable law.

issuerace policies, taxes, assessment and other charges on the Property, and the costs of discharging say obligation or liability of Borrower as tracessed of the Property and the tracessed by this institument. Lender of the received the Property and abalt he liable to account only for those rents actually received. Lender shall not records used in the operation and maintenance of the Property and shall he account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through floring the anyone claiming under or through floring the actual of any party of any party of the property of All rests and reveause collected subsequent to delivery of written notice by Lender to Rorrower of the breach by Borrower of any covenant of the frogery and collecting the general and collecting the property and collecting the rests, including, but not limited to, attorney's feet, receiver's feet, premiums on receiver's boads, costs of repairs to the Property, premiums on receiver's boads, costs of repairs to the Property, premiums on receiver's feet, occurrency, and the property of the Pr

critical to receive a reasonable fee for so managing the Property.

eats to the appointment of such receiver. Lender of the sectiver thall be ent of Borrower in this Instrument, Borrower hereby expressly cons perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or medification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property all on such terms as are deemed best to govern the secutity of this facturement. In the event Leader elects to seek the appointment of a receiver for the Property upon Borrower's breason of any ovvenant of the receiver for the Property upon Borrower's breason of any ovvenant of appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain (till control of the Property in order to Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may in Arthu, by agent or by a court-

Borrower hereby covenants that Borrower has not executed any prior assignment of ant, that Borrower has not performed, and will not executed, any instrument which would prevey. Todder from exercising its rights under this paragraph 26, and that are the time of execution of this instrument there has been no assicipation of any of the sease of the Property for more than prior to the due dates of such renex. Borrower was not harriested or accept payment of any more than two months prior to the due dates of such renex. Borrower thirds: towards that Borrower will execute and deliver to Leader to the date for the and revenues of the Property as Leader may from time. Stude request.

therefor, delivered to each tenent personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenent to inquire further as to the existence of a default by Borrower. seur of the Property thail make such rents payable to and pay such rents to Lender of Lender's written demand to each senant rights to such cents. Borrower agrees that commencing upon delivery of such replica of Borrower's breach by Lender to Borrower, each provided, however, that the written notice by Lender to Borrower of the breach h. Sorrower shall contain a statement that Lender exercises its all reats and revenues of the Property as specified in this paragraph 26 as the say se beeld by Borrower as trustee for the benefit of Lender only; and unpaid, and all such remis shall immediately upon delivery of such critics be beld by Borrower as trustee for the benefit of Lender only; maintaining full control of the Property in person, by agent of by a country ped receiver, Lender shall immediately be entitled to possession of Borrower of any covenant or agreement of Borrower in this Instrument and without the necessity of Lender entering upon and taking and ACCOMMENT OF MENTS; ASPOSITIONED TO MENTS ASPOSITION TO MENTS ASPOSITION AND ACCOMMENT OF MENTS ASPOSITION TO MENTS ASPOSITION TO MENTS ASPOSITION AND ACCOMMENTS ASPOSITION A VERTENMENT OF RENTS! APPOINTMENT OF RECEIVER, LENDER IN FORESSION. As part of the consideration for the

From time to ture a Lander deems necessary to protect Londer's interest, Borrower shall, upon request of Lender, execute and deliver to Lander, deems necessary to protect Londer's in such form at the Stoperty and the Property and Table and Lander, materials or entered on the Construction of the Property. In good of the replace of the Construction Loan Agreement, lender, as Lender, so point, with or without entry upon the Property, (i) may doubt "not of the rights or remedies provided in the Construction Loan Agreement, (ii) may accelerate the sums secured by this factuations of the Hose sand in the construction Loan Agreement, (ii) may accelerate the sums secured by this factuation of the rights or remedies provided in the Construction Loan Agreement, (ii) may accelerate the sums secured by this factual and the Construction Loan Agreement, (ii) may accelerate the sums secured by the factual and the Construction Loan Agreement shall osses to be good of the form and the Construction Loan Agreement shall osses to be good of the form the Construction Loan Agreement shall osses the good of the form the Construction and the Construction and the Construction Loan Agreement and Loan Agreement shall osses the good of the form the Construction Loan Agreement and Loan Agreement shall osses the good of the form the Construction Loan Agreement and Loan Agreement shall necessary and right of set-off, counterclaim or defense arising out of or in

shall be payable uron notice from Lender to Borrower requesting payment therefore inserest from the date of disbursement at the rate stated in the Note, unless collection from Borrower of interest at auch rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and up to the principal amount of the Note shall be treated as disbursements pursuant to the Construction Loan Afreement. All such sums shall bear the Construction Loan Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the accurity of this instrument medion Loan Agreement shall be indebtedness of Borrower secured by this instrument, and such advances may be obligated) as provided in SS- CONSTRUCTION LOAN PROVISIONS. Borrower agrees to comply with the coversate sad conditions of the Construction that Agreement, it any, which is hereby incorporated by reference in and made a part of this instrument. All advances made by Lender pursuant to the

realised upon the exercise of the remedies provided herein. Borrower, any party who consents so this factrument and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereaft weiver any and all right to require the manshalling of essets in connection with the exercise of any of the remedies permitted by applicable is we provided between. 34. WAIVER OF MARSHALLING. Nowithstanding the entstence of any other security interests in the Property held by Lender or by any other party. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lander shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds

23. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this frattument.

allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in manner that the rate of interest computed thereby is uniform throughout the stated term of the Note. which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, ahall be deemed to be permitted to be collected from Borrower has been violated, all indebtedness which is serviced by this instrument or evidenced by the Note and indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of internst or other charges benefit of such law, such charge is hereby reduced to the extent necessary to climinate such violation. The amounts, if any, previously paid to Lender to extent parameter to such charges as reduced shall be applied by Lender to reduce the principal of the separately or together with other charges levied in connection with this instrument and the Note, violates such law, and Borrowar in entitled to the permitted to be collected from Borrower is interpreted so that any charge provided for in this Instrument or in the Note, whether considered instrument and the Mote are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges

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

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- 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 represents 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 1, 57 the Illinois Revised Statutes and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.
- 32. It is convenanted and agreethal 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 I stri ment. 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 I is Mortgage, Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may, invoke any remedies permitted by paragraph 27 of this Instrument.

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

Salvatore Romano	nuco O/	Giovanna Romano
,		
		Borrower's Address:8059 W. 8+th Street
		7505
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CORPORATE ACKNOWLEDGMENT

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	The foregoing instrument was acknowledged before me this
	STATE OF ILLINOIS,
THE ACKNOWLEDGMENT	CORPORATE LIMITED PARTNERS
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Notary Public	My Commission Expires:
	(name of paracrahip)
a limited partnership.	
	by (person acknowledging)
(step)	The foregoing instrument was acknowledged before me this
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	STATE OF ILLINOIS, COUNTY SS:
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	COST BUDG
Noticy Public	My Commission Expires:
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1 961	Given under my hand and official seal, this day of
V0	voluntary act, for the west and purposes therein set forth.
and delivered the said instrument as \$18.01 free and	personally known to me to be the same person(s) whose name(s). before me this day in person, and acknowledged that the X_n signed
<u>\$6017401007777777777777777777777777777777</u>	Salvatore Komano and Clovanna Komano
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•	STATE OF ILLINOIS,

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 2nd day of May,
1987 and is incorporated into and shall be deemed to amend and
supplement the Multifamily Mortgage (the "Security Instrument") of

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:

8059 W. 84th Street, Justice, Illinois

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

".... The initial sate of interest due and payable hereunder shall be 9.375 percent per annum. The interest note is subject to change, however, beginning on the 1st day of June 1992 and on that day every Thirty Sixth (36th) north thereafter (the "Change Dates") subject only to the limitations set forth herein. The per annum Rate Of Interest shall be changed on each "Change Date" to a "Rate Of Interest" which equals the "Current Index Rate" plus 3.00 percent. The Current Index Rate shall be the most recent "Index Rate" available as of 30 days prior to a Change Date. The Index 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 14.00 percent per annum or be less than 9.00 percent per annum. Late charges and default charges to specified below, however, are payable in addition to the per annum rate limitations set of forth in this paragraph and nothing contained her in 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 indebtedness, 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:

BY: _

SALVATORA HOMANO

Giovanna Romano