WHEN RECORDED MAIL TO OFFICIAL COPY 3 |

LOAN #234873-0

TALMAN HOME FEDERAL SAVINGS & LOAN ASSOCIATION 30 WEST MONROE STREET CHICAGO, ILLINOIS 60603

ATTN: ROSE SVOBODA

87328681

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by:

Rose Syoboda, Talman Home Federal SAvings & Loan Association 30 W. Monroe St., Chicago, IL 60603

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

....

THIS MORTGAGE (he	rein "Ir strument") is made this12.En	day of
19.87, between the Mortga	gor/Grand, Citizens Bank & Trust	Company not personally but
under Trust Agreemen	t dated May 25, 1979 also known a	s Trust #66-3879
whose address is	orthwest lighway, Park Ridge, Ill	inois
(herein "Borrower"), and the	e Mongagee, Taman Home Federal Sa	vings & Loan Association
	a Correration or	zanized and existing under the laws of
United States	whose address is 5501 S. Ked	zie Ave., Chicago, Illinois
	ndebted to Lender in the rin ipal sum of .	(herein "Lender").
WHEREAS, Borrower is in	idebted to Lender in the principal sum of .	TWO HONDRED SEVENTEEN
THOUSAND FIVE HUNDRE	D & 00/100 (\$217,50).00)	Dollars, which indebtedness is
evidenced by Borrower's note	e dated	(herein "Note"), providing for
monthly installments of princ	ipal and interest, with the basar.ce of the in	idebtedness, if not sooner paid, due and
payable on July 1. 20	94	
To Secure to Lender (2	a) the repayment of the indebtedness sy deno	ed by the Note, with interest thereon, and
all renewals, extensions and n	nodifications thereof; (b) the repayment of a	ny future advances, with interest thereon,
made by Lender to Borrower	pursuant to paragraph 30 hereof (herein "Fu	cure Advances"); ((a) the performance of
the covenants and agreemen	es of Borrower contained in a Construction	L.va. Agreement between Lender and
Berrower-dated	if any, as provided in	po ograph 15 hereof; (d) the payment of
all other sums, with interest th	nereon, advanced in accordance herewith to p	rotice the security of this Instrument; and
(e) the performance of the co-	venants and agreements of Borrower herein co	ontained, Forrower does hereby mortgage,
	Lender the lensehold estate pursuant to	
	between	
.,.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		and
	recorded	
		n-and-to-1 the following described prop-
erry located inCl	OOK COUNTY State	of Illinois:
A M 4 4 4 4		

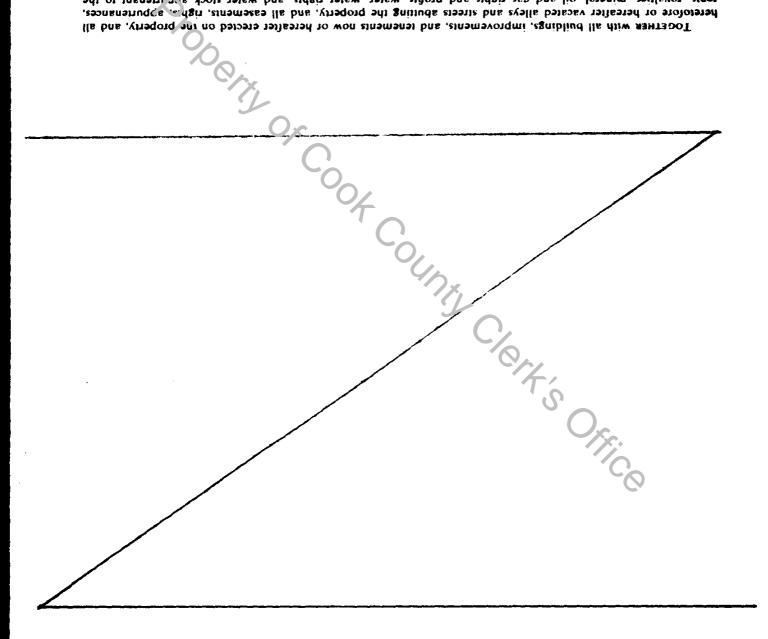
EXHIBIT A

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Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either leasor or lease thereunder), that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property assinst all claims and demands, subject to any exements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property

shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a lossehold) are herein referred to as the "Property".

Together with all buildings, improvements, and tenements now or heteafter erected on the property, and all heteafter vacated alleys and streets abutting the property, and all easements, rights, appurenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock appurenant to the property, and all fatures, machinery, equipment, engines, boilers, incinetators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, and light; and all elevators, and related machinery and equipment, fire prevention and electricity, gas, water, is and indicated and scenario and security and access control apparatus, plumbing, bath tubs, water closets, sinks, ranges, stoves, refingerators, disposals, washers, dryers, awnings, storm windows, storm doors, secens, blinds, shades, curtains and curtain tods, mirrors, cabinets, panelling, rugs, attached floor coverings, furnitute, pictures, antennas, trees and plants, and all, other personal property meceagary for the machine.



Uniform Covenants. Borrowe in Lend recoveran and streets follows: 1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due 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, premium 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 tump 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, takes, 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 thall 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, eatnings or profits on the Funds and applicable law permits Lander to make such a charge. Borrower and Lander 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 are a Borrower, without charge, an annual accounting of the Funds in Lender's normal format 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 lastrument.

If the amount of the Fund mild by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of we're and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, such excess shall be credited to Borrow (or 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 dieined necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, Borrow'r shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting paymen, thereof.

Upon Borrower's breach of any covenant (r a) recement of Borrower in this Instrument, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, you Funds held by Lender at the time of application (i) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions which are nother will be reafter become due, or (ii) as a credit against sums secured by this Instrument. Upon payment in full of all sums secured by this linutumen. Lender shall promptly refund to Borrower any Funds held by Lender.

- 3. APPLICATION OF PAYMENTS. Unless applicable is we provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following ruler 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; (vi) in trest 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 my future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the principal balances of the Future 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 payable 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 a plication specified in this paragraph 3.
- 4. CHARGES; LIENS. Borrower shall pay all water and sewer rates, rents, taxes, also air onto, premiums, and Other Impositions attributable to the Property at Lender's option in the manner provided under paragraph 2 hereof or, if you said 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 notices of amounts due under this paragraph 4, and in the event Borrower shall make payment lirectly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has, or new him, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or may acid to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrumen, to be perfected against the Property.
- 5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected or vier Property insured by carriers at all r satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent ties and such other hazards, casualties. liabilities and contingencies as Lender (and, if this instrument is on a leasehold, the ground lease) shall require and in such amounts and for such eriods as Lender shall require. All premiums on insurance policies shall be paid, at Lender's option, in the manner resided 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 mo igo as clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish 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 Leader a renewal policy in form satisfactory to Lender. If this Instrument is on a lessehold, Borrower shall furnish Lender a duplicate of all policies, an wal 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 lessehold).

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 sequires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unextned 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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or chall Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 11 hereof operate to cure or waive Borrower's default in or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the manurity of the indebtedess secured by this instrument. que a sij othet situs so secuted at to deciste a default for failure to make prompt payment. The procurement of insurance of the payment of taxes red by this instrument after the due date of such payment shall not be a waiver of Leader's right to either require prompt payment when 32. PORDEARMICE BY LEMBER NOT A WAIVER. Any forbearance of any right or remedy bereunder, or otherwise afforded by applicable law, shall not be a waiver of or precided by applicable law, shall not be a waiver of or precided by render of payment of any

opvenesse of Borrower onesined herein, shall not affect the grammy of key perion, corporation, partnership or other ensity for payment of the Property. Borrower shall pay Leader a reasonable service indefendent secured hereby, and shall not affect the item of brinchy of then hereof on the Property. Borrower shall pay Leader a reasonable service charge, together with such title materians premiums and attention of the incurred at Leader's option, for any such action if taken at the silest the obligation of Borrower or Rotzower's successors or sessions to pay the sums ensured by this Instrument and to observe the of the amount of the monthly installments payable thereases was across taken by Leader pursuant to the series of this paragraph 15 normithetanding florrower's breach of any coverant or agreement of florrower in this learnment, extend the time for payment of said indebtedease or any part thereof, reduce the payments thereon, release strong liable on any of this lastrument any part of the Property, take or release other or additional security, reconsive any part of the Property, consent to the Property, take or release other or additional security, reconsive any part of the Property, consent to the Property, consent to the Property, consent to the Property of the Property of the Property of the Property, consent to the Property of the Property o consess of Borrower, Borrower's successors or sesigns or of any justior lienholder or guarantors, without liability on Lander's part and 12. SORROWER AND LIEM NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to ot obtaining the

referred to in paragraphs I and 2 hereof or change the amount of such installments. Borrower agrees to execute such full ast evidence of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require. collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secure 1 cless Borrower and which the balance, if any, to Borrower. I cless Borrower and Lender otherwise agree is writing, any application of proceeds to principal shall not extend or postpose the due date of the result intention. morrower suchorizes Lender to apply such awards, payments, propeeds or demages, after the deduction of Lender's argeness incurred in the

stead to the rights of lessor under the ground lesse. payment or claim for damages, direct or consequential; in consection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to be pai direct or indirect, and to settle or compromise any claim in connection with such condemnation or other, aking. The proceeds of any award, and presents, in Lender's or Borrower's name, any action or proceeding relating to any condemnation of giver taking of the Property, whether 18. COMDENENATION. Betrower shall promptly noutly Leader of any action or processing relating to any condennession or proceeding unless where or indirect, of the Property, or part thereof, and Borrower shall appear in and 1 o occ method or proceeding unless otherwise directed by Leader in writing. Borrower authorizes Leader, as Leader's option, as attorney, 'e- act for Borrower, to commence, appear in

bing inen shi ban aldeveq inen alle, such noticedes et Lender's request, a rese schedule for the Property, certified by Borrower, showing the name of constant, and for each tenent, the space occupied, dent certified public accountant. Borrower shall furnish, together with the for got is financial statements and at any other time upon instruments shall be subject to examination and inspection at any reasonable time. If Lender, a statement of income and expenses of Lender, a statement of income and expenses of Lender, within one hundred and twenty days after the end of each facel year of bor were, a statement of changes in financial position, each in reasonable detail as certified by Borrower and, if Lender thall require, by an 16. BOORS AND RECORDS. Borrower shall keep and maintain at a fit her at Borrower's address trated below, or such other place as Lender may approve in writing, complete and accurate books of accounts and securate books of accounts and securate books of accounts and copies of all written contracts, leases and other instruments witch ' seerly Such books, records, contracts, leases and other preparate of all written contracts, leases and other instruments witch ' seerly Such books, records, contracts, leases and other preparate of all written contracts, leases and other instruments witch ' seerly Such books, records, contracts, leases and other preparate of all written contracts, leases and other instruments with the Property. Such books, records, contracts, leases and other preparate of all written contracts, leases and other instruments with the Property. Such books, records, contracts, leases and other instruments with the Property. Such books, records of all written contracts, leases and other instruments with the Property Such books.

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

shell best inserest from the dark of deburnement at the first the flost unless collection from the dark of deburnement at the flost unless collection from floring and series according to applicable law, in which event such amounts shall be subrogated to the lies of any mortgage or other lies discharged, in applicable law. Borrower hereby, coverants and agrees that for that he subrogated to the lies of any mortgage or other lies discharged, in whole or is part, by the indetected secured hereby. Mothus or assess in this part, he shall require Lender to incur any expense or take any whole or is part, by the indetected secured hereby. Mothus or assess in this part and inquire Lender to incur any expense or take any by this instrument. Unless Borrower and Linder upries to other terms of payment, such amounts shall be immediately due and payable as ars disbursed by Lender pursuan, to the peragraph 8, with inseres thereon, shelf become additional indobsedates of Borrower

make such appearances, disburse said 's'ries and take such action as Lender decins necessary, in its sole discretion, to protect Lender's instance, but not limited to, (i) disbursenes in an analysis on a length of make repairs, (ii) procurement of satisfactory imments as provided as peragraph 5 hereo, and (iv) if this fastrament is on a lensehold, exercise of any option to renew or extend the ground lease. domeste, modivancy, code enforcemential arrangements or proceedings involving a bankrupt or decedent, then Leader at Lender's option may the commet ced y hich affects the Property or title thereto or the interest of Leader therein, including, but not limited to, eminent A PROTECTION OF LENGTA AS TECURITY. If Borrower fails to perform the coverants and agreements contained in this Instrument, or if any

N. USE OF PROFEM (Y. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not initiate or acquiesce in a the unestor which all or CA. An of the Property was intended at the dime this Instrument was executed. Borrower shall not initiate or acquiesce in a change in the some of the Property without Lender's prior written consent.

to peopuse a pair on more (se estate:

writing to such merger, if Borrower shall acquire such fee estate, then this harroment shall simultaneously and without further action be spread to bress by resson of said tessebold estate or said fee estate, or any purt of either, coming into common ownership, unless Lender shall consent in agrees that there shall not be a merger of the ground lease, or of the leasehold estate created thereby, with the fee estate covered by the ground borrower shall not surrender the leasehold earate and interests herein conveyed not terminate or cancel the ground lease creating said estate and Borrower shall not, without the express written consent of Leader, alter or amend said ground lease. Borrower covenants and

beneath of all coverants contained in the ground lease, whether or not such coverants the land, but Lender shall have no itability with respect to such coverants not say other coverants constants contained in the ground lease. and delaver to Lender the lessor's estoppel certificate required thereunder, if any. Borrower hereby expressly transfers and assigns to Lender the Sorrower in any such remedial proceedings and (v) shall within thirty days after request by Lender obtain from the lessor under the ground lesses under the ground lease by any party thereto and, if required by Lender, shall permit Lender as Borrower's attornety-in-fact to control and act for days after such option becomes exercisable, (iv) shall give immediate written notice to Lender of the commencement of any remedial proce If the instrument is on a lessehold, Borrower (i) shall comply with the provisions of the ground lesse, (ii) shall give immediate written notice tectived by Borrower from such lessor or ander the ground lesse or of any actions such lesses and give written construction thereof to Lender within thirty lesses by Borrower, (iii) shall exercise any option to tenew or extend the ground lesse and give written construction thereof to Lender within thirty

move, demokah oc alter any improvement now existing or hevesiter evacind on the Property or any Azture, equipment, ma or in or on the Property axcept when incident to the replacement of Aztures, equipment, machinery and applicances with items of and (h) shall give nouce in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this instrument or the rights or powers of Lender. Heather Borrower not any season or other person (d) shall keep the Property, including improvements, farance, equipment, machinery and appliances (fereben in good repair, (e) shall replace fasteries, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall provide for professional management of any governments of any governments of only applicable to the Property, (f) shall provide for professional manages acting manages acting a residential rents) property manages settled to be added to a contract approved by Lender in writing, unions such requirement shall be wastered by Lender in writing, (g) shall generally operate and maintain the Property in a manage to ensure maximum remain, and its property in a manage to ensure maximum remain, and its property in a manage to ensure maximum remain. damage, injust or lose thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or rep or say 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

ESTOPPEL CERTIFICATE. Bordy or shall which ten says of white a ring I from Endea units to offer with a written statement, duly acknowledged, setting forth the sums seemed by this narrow meand any runt but so off, Sontared line of the offense 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 parry 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 t
- 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 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 farm 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 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 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 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 separation of any lease of all or any part of the Property to any lien subordinate to this Instrument. If Borrower becomes aware that any tent at a 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 2 (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 decharge 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 Ler Jer, 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 ave all of the rights and powers possessed by Borrower prior to such assignment and Lender shall have the right to modify, extend or terminate for hexisting leases and to execute new leases, in Lender's sole discretion.

- 17. REMEDIES CUMULATIVE. Each remedy provided in this in trument 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 processor Federal statute relating to 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 on the proventiant 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 Fedrial 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 Lando's a potion, 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; ASSUMPT ON., 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 so a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sum; coured 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, i cluding, 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 permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this Instrument is containing an option to purchase (except any interest in the ground lease, if this Instrument is containing an option to purchase (except any interest in the ground lease, if this Instrument is containing an option to purchase (except any interest in the ground lease, if this Instrument is containing an option to purchase (except any interest in the ground lease, if this Instrument is containing an option to purchase (except any interest in the ground lease, if this Instrument is containing an option to purchase (except any interest in the ground lease, if this Instrument is containing an option to purchase (except any interest in the ground lease, if this Instrument is containing an option to purchase (except any interest in the ground lease, if this Instrument is containing an option to purchase (except any interest in the ground lease, if this Instrument is containing an option to purchase (except any interest in the ground lease, if this Instrument is contained and interest in the ground lease, if this Instrument is contained and interest in the ground lease.
 - (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 security 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 Lender or the receiver and any application of rents as provided in shall not case or waive any default hereunder or invalidate any other right or remody of Lender ander applicable law or provided herein, emigrantent of the Property shall terminate at such time as this fractualism to seeme injected and by Lender.

any finade enpeaded by Leader for such purposes shall become indepiedness of Borrower to Leader secured by this Instrument pursuant to payment, such amounts shall be payable upon notice from Leader to Borrower requesting payment thereof and shall bear instrument from the casts stated in the foles unless payment to Borrower requesting payment thereof and shall bear instrument of disborrament at such nearest to the contrary to applicable law, in which event such amounts shall bear instrument at the highest rate which may be distorted as a such amounts and the contrary to applicable law, in which swent such amounts shall bear instrument at the highest rate which may be it the team of the property are not sufficient to meet the coest, if any, of taking control of and managing the Property and collecting the train.

preference of Europeway in that Instrument shall be applied from the fact of the fact of replaced for the construction of the property and conserved the including, but not limited to, attorney's least, reciver's least, premiums on receiver's boads, costs of replace to the Property, premiums on the receiver and then no the same ascurate by this lastrament. Leader or the receiver shall have access to the boats and maintenance of the Property and shall be liable to account only for those reats access to the boats and maintenance of the Property and shall be liable to account only for those reats access to the boats shall not include to account only for those reats access to the boats shall not between any maintenance of the Property and shall not have account only for those reats accessly access to the boats and access to the boats and access to the property and about the property and access to the property of access to the property and access to the property All rems and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant of any novement of Borrower in this families that to the cores, if any, of taking control of and managing the Property and collecting the burdering the and instancing the property and collecting the

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to Borrower in this learnment, Borrower hereby expressly consents to the appointment of authority upon Borrower's break to the appointment of such receiver. Lender 4.174 receiver shall be enon of contracts providing for the management or maintenance of the Property, all on such terms as are decembed but, to protect the security modification of leases, the collection of all read and revenues of the Property, the making of repairs to the Profess and the execution or Upon Borrower's breach of any covenant or agreement of Borrower in this fautument, Leader may it (2) son, by agent or by a court-insed receiver, regardless of the Property in order to receiver, regardless of the Property in order to rime as accessed, and appropriate for the operation and maintenance thereof including, but not limited to, "A greedon, cancellation or

n sect of the Property as Leader may from tisk to time m for more than one manufaction to the due deters of each renta. Borrower with an increase with an increase payment of any Property mans that Borrower with a security mans that Borrower with traction or account prior to the due to the property mans of the property mans that Borrower will execute and any property mans that Borrower will execute and defeat the property mans that Borrower will execute and defeat the property mans that Borrower will execute and defeat the property mans that Borrower will execute and defeat the property mans that Borrower will execute any and the property mans that Borrower will execute the property man and the property mans that Borrower will execute the property mans that Borrower will execute the property mans that Borrower will be property to be a property man and the property man and t Borrower hersely covenants that Borrower has not execuse, any instrument of shift rents, that Borrower has not performed, and will not execuse, any instrument which would pre see to form exercising its rights under this sery or has not execusion of this from exercising its rights under this sery and that at the time of execusion of this fromment there has an entitle to the inner of the fromment of the fromment that has not execusion of the fractual forms and the fractual forms.

des and sappid, and all such rena shall immediately upon delivery of such seeds to be field by Borrowers is trustee for the benefit of Lender only; provided, however, that is action to be left by Borrower shall contain a sustencier to the breach. It is a such rena. Borrower agrees that commencing upon delivery of such ... A fear notice of Borrower's ander to Borrower, each space to such rents payable to and pay such rents to Lender of Sorrower's agrees on Lender's written demand to each seases of the presently, by mail or by delivering such demand to each seases to the stringers of the part of said therefor, delivered to each seases personally, by mail or by delivering such demand to each seases to the stringers of a default by Borrower. maintaining full control of the Property in person, by agent or by a court-app, inted receiver, Lender shall immediately be entitled to possession of the Property as specified in this paragraph 26 as the Accorde due and payable, including but not limited to rent then sessignment and not an assignment for additional accurity of written actions by Lender to Borrower of the breach by account of the breach by Lender entering upon and taking and the necessity of Lender entering upon and taking and the necessity of Lender entering upon and taking and apply the reas and revenues so collected to the sums secured by the intended by Borrower and Leader that this assignment of Borrower, of on guinescence and Leader that this assignment of sometimes in this Instrument, Borrower shall collect and cocave all rient savenues of the Property as trustee for the banefit of Lander and Borrower, to provided, however, that prior to written notice given by Let Jet to Borrower of the breach by Borrower of any covenant or agreement of Borrower MA ASSECUMENT OF RENTS; APPL/PARIT OF RECEIVER; LEUDER IN POSSESSION. As part of the consideration for the independence evidenced by the Note, Borrower's an independence evidence by the Note, Borrower's and the rent and the property, including those now due, past due or to become due by virtue of any lease or other agreement for the company, regardless of no whom the rank s'ad revenues of the Property are payable. Borrower hareby authorizes Lender or Lender's agents, or the above the state of the Property to pay such rents to Lender or Lender's agents.

accused by this heart-mode shoes remedies provided in paragraph 27 hereof, or (iii) may do both. It, after the commencement of amortisation of the Note a faith limituation of the Note and this heart-set and some states are also be a part of this heart-set and some states on the heart-set this heart-set and some areas are also be a part of this heart-set and some areas areas are also be a part of the heart-set and some areas areas are also be a part of the heart-set and the heart-set are a state of the heart-set and the heart-set are a state of the heart-set are on the Property, (i) maj invo gasty of the rights or remedies provided in the Construction Loss Agreement, (ii) may accelerate the summand by this incommendence of many accelerate the sommendence of the thin incommendence of the thin of the commendence of the thin incommendence From time to time to time as Lender decreasing to protect Lender's institute, Borrower shall, upon request of Lender, execute and deliver to Borrower may have again or claims which relear to the construction of the Property and which relear to the construction of the Property. In Borrower may have again to the construction of the Property. In the construction of the Troperty and Conditions of the Construction to the Construction of the Troperty in Lender, at Lender's option, with or without entry the Borrows. Can, covered and Conditions of the Construction of

Joinnach innemyeg gaiteaupar raworrod of raheral mort solices a squadespay ad liade interest from the date of disbursement at the rate stated in the Mose, unless collection from Borrower of enterest at such rate applicable law and applicable law and applicable law and the Construction Loan Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the security of this Instrument up to the principal amount of the Note shall be treated as disbursement to the Construction Loan Agreement. All such sums shall bear 25. COMBINADCTION EDAM PROVISIONS. Sonower agrees to comply mith the covenants and conditions of the Construction Long. Agreement, if any, which is hereby incorporated by reference in and made a part of this instrument. All advances made by Lender pursuant of the Construction Loan Agreement shall be indebted ness of Borrower secured by this instrument, and such advances may be obligated as provided in

restined upon the exercise of the remedies provided herein. Bortower, any party who consents to this Instrument and any party who now or hereifer acquires a security inserest in the Property and who has actual or constructive notice hereby waives any and all right to require the manufalling of essets in connection with the exercise of any of the remedies permitted by applicable tow or provided herein. 34. WAIVER OF MARSHALLING. Norwithstanding the existence of any other security instances 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. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds.

WAIVER OF STATE OF LIMITATIONS. Borrower hereby waives the right to satern any statuse of limitations as a bar to the work of the lies of this Instrument of the lies of the lies of the instrument.

allocated and spread over the stated term of the Hote. Unless cuberwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of inserest computed thereby is uniform throughout the stated term of the Note. which constitues interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be Instrument and the Nose are declared to be severable. In the event that any applicable law limiting the amount of instruct or other charges permeted to be collected from Borrower is interpreted so that any charges provided for in this Instrument or in the Nose, whether considered beganning of use the Nose of the amount, if any, previously paid to beneath of such charges in leavy reduced to the extent necessary to eliminate such violation. The amount, if any, previously paid to Leader in such charges to the income to such charges to eliminate such principal of the amount payable to Leader pursuant to such charges are reduced shall be applied by the flote. For the purpose of determining when he wilmings the amount of instrument or other charges and such as a collected from Borrower has purpose of determining which in accuracy by the instrument or evidenced by the flote. For the purpose of determining which independent which continues inserted, shall be deeped to be reduced to be collected from Borrower has been violated, all independence which constitutes instruct as well as all other charges level in constitutes instrument or evidenced by the charges which constitutes instruct as well as all other charges level in operations which constitutes instruct as well as all other charges level in operations which constitutes instruct as well as all other charges.

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 Mortgagor renievents 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 Chapte 17 c, 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 extres 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 Ir 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 receives Mortgage, Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender's invoke any remedies permitted by paragraph 27 of this Instrument.
- 33. This Mortgage is executed by the after rentioned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this Instrument) and it is expressly understood and agreed by the Mortgage herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained, shall be construed as creating any liability on the said Mortgagor personally to pay the said Note or any interest that may accrue thereon, or any indebiedness accruing hereunder, or to perform any convenants either express or implied therein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the previous liability of any co-maker, endorser or guarant or of said Note.

	the personal liability of any co-maker, endorser or guaran or of said. Note.		
	IN WITNESS WHEREOF, Borrower has executed this Instrument of he authorized.	es caused the same to be executed by its representatives thereunto duly	
		and the control of th	
	Attest:	AS AFORESAID:	
	Assistant Secretary	Borrewe's Address:	
•	By: Vice President		
l	Mortgage	un all the company	
	THIS TRANSCORDANCE executed by the Citizens Bank & Trust Company; not personally hit as Trustee as aforesaid in the exercise of the power and guthority conferred upon and vested in it as such Trustee land said Citizens Bank & Trust Company, hereby warrants that it possesses full power and authority to execute this instrument; and it is expressly understand and greed that muthing herein or as aid note contained shall be construed as creating and histories of the said first Party or on said Citizens Bank & Trust Company personally to pay the said one or any interest lhat may because there in an any liability on the said First Party or on said Citizens Bank & Trust Company personally are conserved the later expression in implied herein contained an orth lightlity, if any excellent expression waited by Trustee and by every person how or hereafter claiming any right or security hereander, and that so far as the right successor and said Citizens Bank & Trust Company personally are conserved. The legal huider whiless in fast and the name of now are of any indebtedness arruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lies hereby, using the hereby contains and in and note provided or by action to enforce the personal liability of the guerantor. If any. IN WITNESS WHEREOF Citizens Bank & Trust Company, not personally but as Trustee as aforeasing, and its coporate seel to be hereunto affected by its Assistant Secretary, the day and jave first above written.		
L	die Bossesse and its corporate seel to be hereunto affixed and attested by	its Assistant Secretary, the day and 70 it first above written.	
T	THE CHICES COMPANY A TRUST	COMPANY As Trustee as aforesa d and not personally.	
l	CITIZENS DANK & INUST	RUST OFFICES	
By Man C Valente of & mesterni			
	Attende	the July SAUSTANT SECRETARY	
		the undersigned	
	STATE OF ILLINOIS gg	r said County, in the state sforesaid. DO HEREBY CERTIFY, that	
	COUNTY OF COOK Mary C. R	loberts	
l	- War President of the Citis	tens Bank & Trust Comprny, and	
-	CATHERINE	TALANO	
	set of seid mank, as Trustee as storming for the use	sally known in me to be the same persons whose names are subscribed in the issuant Secretary, respectively, appeared before me this day in person and instrument as their own free and voluntary act and as the free and voluntary se and purposes therein set forth, and the said Assassant Secretary, then shift as easied the free and voluntary act and as the free and voluntary act and as the free and voluntary act and as the free and voluntary act of said sees therein set forth.	
l	Given under my hand	and Notarial Seal thin 15-41 day of white 19.87	
	Given and were	W SO OT WA	

OFFICIAL SEAL NINA HULTMAN Notary Public, State of Illinois My Commission Expires 6-25-88 Notary Public

EXHIBIT A

PARCEL 1

THAT PART OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTH EAST 1/4 THROUGH A POINT ON SAID EAST LINE WHICH IS 564.85 FEET SOUTH, AS MEASURED ALONG SAID EAST LINE, OF THE NORTH EAST CORNER OF THE SOUTH 1/2 OF SAID NORTH EAST 1/4, WHICH IS 67.0 FEET WEST OF THE EAST LINE OF SAID NORTH EAST 1/4, AS HEASURED ALONG SAID LINE DRAWN AT RIGHT ANGLES, THENCE CONTINUING WEST ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 51.0 FEET, THE EAST LINE OF THE SOUTH 1/2 OF SAID NORTH EAST 1/4 HAVING AN ASSUMED BEARING OF NORTH-SOUTH; THENCE NORTH, A DISTANCE OF 63.83 FEET; THENCE PAST, A DISTANCE OF 51.0 FEET; THENCE SOUTH, A DISTANCE OF 63.83 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2

EASEMENTS FOR INGRESS AND EGRESS OVER AND ACROSS THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF EASEMENTS. COVENANTS, CONDITIONS AND RESTRICTIONS AND LIENS MADE BY AETNA STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1973 KNOWN AS TRUST NU 18:R 10-1840, DATED NOVEMBER 23, 1974 AND RECORDED DECEMBER 10, 1974 AS DOCUME IT NUMBER , AND AS CREATED BY TRU AN, H. M. AS DO. DEED FROM AETHA STATE BANK, AS TRUSTED UNDER TRUST NUMBER 10-1840, TO DAVID FREDERICK TILLMAN AND JOAN CAROL TILLMAN, HIS WIFE, DATED FEBRUARY 28, 1976 AND RECORDED MARCH 31, 1976 AS DOCUMENT NUMBER 33434666, IN COOK COUNTY, ILLINOIS.

PI # 04-30-202-023 (L)

JOONE THE

3428 Salem Walk Northbrook, Illinois

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 15th day of May 1987 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:

3428 Salem Walk, Northbrook, 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 contained in the Note concerning per annum interest rate and monthly payment changes are as follows:

".... The initial tate 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 July, 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 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 as specified below, however, are payable in addition to the per annum rate limitations set forth in this paragraph and nothing contained herein thell 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 indebtoiness, 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 amounc 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 Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

BORROWERS: CITIZENS BANK & TRUST COMPANY

As Aforesaid:

BY: May C. Colict
TRUST OFFICER

BORROWERS ADDRESS:

3428 Salem Walk

Northbrook, Illinois

This instrument is executed by CITIZENS BANK & "P" of the power and but solely as Trustee, as aforesaid, in the exercise of the power and suthority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by cITIZENS BANK & TRUST COMPANY are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements hereit wade are made on information and belief and are to be construed accordingly, and no personal isability shall be asserted or be enforceable against CITIZENS BANK & TRUST isability shall be asserted or be enforceable against CITIZENS BANK & TRUST isability shall be asserted or be enforceable against CITIZENS BANK & TRUST isability shall be asserted or be enforceable against CITIZENS BANK & TRUST is and/or steaming and/or steaming contained in this instrument.

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT DATED MAY 15, 1987 UNDER TRUST NO, 66-3879



COOK CONNIN MECONDEN #357:20 000 12:04:00 12:0

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