

UNOFFICIAL COPY

88279385

THIS INDENTURE WITNESSETH: That the undersigned, **NATIONAL BANK OF CHICAGO**
a corporation organized and existing under the laws of the State of **ILLINOIS**, and duly authorized to transact
business in the State of Illinois, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and
delivered to the undersigned in pursuance of a Trust Agreement dated **NOVEMBER 13, 1980**, and known as Trust
Number **6644**, hereinafter referred to as the Mortgagor, does by these presents grant, remise,
release, alien and convey unto

ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America (hereinafter referred to as the Mortgagee or
the Association), its successors and assigns the following real estate situated in the County of **COOK**, in the
State of **ILLINOIS** to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART OF:

Unit 4-J as delineated in surveys of the following described parcels of
real estate (hereinafter together referred to as "Parcel"):

Parcel 1:

Lots 2 and 3 in Sigwalt's Subdivision of the North 1/2 of the West 15 acres
of the North 30 acres of the West 1/2 of the Northwest 1/4 of Section 32,
Township 42 North, Range 11, East of the Third Principal Meridian, in Cook
County, Illinois.

88279385

Parcel 2:

The South 2 chains of the North 4.25 chains of the East 2.50 chains of the
West 10 chains of the West 1/2 of the Northwest 1/4 of Section 32, Township
42 North, Range 11, East of the Third Principal Meridian, in Cook County,
Illinois, which survey is attached as Exhibit "A" to declaration made by
LaSalle National Bank, a National Banking Association not personally, but
as Trustee under Trust No. 35135, recorded in the Office of the Recorder of
Deeds of Cook County, Illinois, as document 21663600, and registered in the
Office of the Registrar of Titles in Cook County, Illinois, as document LR
2586499, together with an undivided percentage interest in said parcel
(excepting from said parcel all the property and space comprising all the
units thereof as defined and set forth in said declaration and survey);
also together with an exclusive easement for the parking purposes in and to
parking space No. "P-4" as defined and delineated in said declaration and
surveys, in Cook County, Illinois.

03-32-101-042-1029

#4-J 110 DUNTON ARLINGTON HEIGHTS IL
against damage by fire, and such other hazards as the Mortgagee may require to be insured against until said indebtedness is fully
paid, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance
policies shall remain with the Mortgagee during said period, and contain the usual clause satisfactory to the Mortgagee making them
payable to the Mortgagee; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise,
in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts,
vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand,
all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to
apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion,
but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to com-
mence and complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless the Mortgagee
elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said
premises in good condition and repair without waste, and free from any mechanic's lien or other lien or claim of lien not expressly
subordinate to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor
to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to the mortgaged
premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had or
obtained (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improve-
ments, apparatus, appurtenances, fixtures or equipment now or hereafter on said property, (c) any purchase on conditional sale, lease
or agreement under which a title is reserved in vendor, of any apparatus, fixtures or equipment to be placed in or upon any building
or improvements on said property.

B. (1) In order to provide for the payment of taxes, assessments, insurance premiums and other similar current charges upon the prop-
erty securing this indebtedness, the undersigned promises to pay to the Association, monthly, in addition to the above payments, a sum esti-
mated by the Association to be equivalent to one-twelfth (1/12th) of the amount payable annually for such taxes and other items, and
to make as well if necessary a lump sum payment sufficient to create on January first of each year a fund for the Association to pay
when due all taxes on such real estate security for the prior year. All payments provided for in this paragraph may, at the option of the
Association: (a) be held in trust by it for the payment of the items in this paragraph described; without obligation to pay to the under-
signed any interest thereon or earnings therefrom (in such case the Association may commingle such payments with its own funds); (b) be
carried in a savings deposit and withdrawn by the Association for the payment of such items; or (c) in the event the Association advances
upon this obligation its own funds to pay said items as the same accrue and become payable, be credited to the unpaid balance of said
indebtedness as received. If the amount established by the Association to be sufficient to pay said items is not sufficient for such
purpose, the undersigned promises to pay the difference upon demand. If such sums are held in trust or carried in a savings deposit,
the same are hereby pledged to further secure the indebtedness secured hereby. Said Association is authorized and is given the
option to pay said items as charged or billed without further inquiry. All estimates contemplated by this paragraph B shall be made
by the Association and shall be conclusive on the undersigned. (2) In the event of failure of the undersigned to make any payment
of whatever nature, periodic or otherwise, required by the terms hereof or by the provisions of said Note secured hereby, the Associa-
tion may, at its option, discharge such obligation of the undersigned by itself advancing such payment and, in that event, all such
advances shall be added to the unpaid balance under said Note as of the first day of the month during which such advance is made,
and the advance and interest thereon shall be secured hereby.

C. This Mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by
this Mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the Mortgage debt and shall
increase the unpaid balance of the Note hereby secured by the amount of such advance and shall be a part of said Note indebtedness
under all of the terms of said Note and this contract as fully as if a new such Note and contract were executed and delivered. An
additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments
and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in
full force and effect as to such indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so cov-
anted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon
demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys, together with interest thereon
at the rate then applicable under the terms of the Note hereby secured shall become so much additional indebtedness secured by this
Mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be
paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to
inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained
shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee
shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said Note and obligation whether the entire amount shall have been advanced
to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the Mortgage
indebtedness under the terms of this Mortgage contract.

L-48256-C1 LAND TITLE ^{MAX} TO → Box 45 % M. SMITH

UNOFFICIAL COPY

WASHINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION, INC. and is to be mailed to: CAROL J. BLACKWOOD, ASST. V.P., LENDING OPER. This instrument was prepared by: THOMASINE J. BROWN, Notary Public. OFFICIAL SEAL. AD. 19 86. GIVEN under my hand and Notarial Seal, this...

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT NATL. BOULEVARD BK OF CHICAGO, ALEX. J. BERLSOFF, personally known to me to be the ASST. VICE

STATE OF COUNTY OF

ATTEST: [Signature] Secretary. By: [Signature] ASST. VICE PRESIDENT, NATL. BOULEVARD BK OF CHICAGO

passed by the Board of Directors of said corporation, NATL. BOULEVARD BK OF CHICAGO, AD. 1986, pursuant to authority given by resolution, duly

IN WITNESS WHEREOF, the Mortgagee, not personally but as Trustee as aforesaid, has and these presents to be signed by the ASST. Vice President, and its corporate seal to be affixed and attested by its ASST. Trust Officer, Secretary, this 23rd day of May, AD. 1986. As Trustee as aforesaid and not personally, [Signature]

If the above named corporate trustee, mortgagee hereunder, is duly authorized to do so by the trust instrument or by any person having a power of direction over the trustee, and if the property hereby conveyed under this mortgage consists of a dwelling for five or more families, said corporate trustee, mortgagee hereunder, does hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on behalf of the trust estate and all persons beneficially interested therein, and on behalf of each and every person except creditors or judgment creditors of the corporate trustee, mortgagee hereunder, its representative capacity and of the trust estate, acquiring any interest or title to the mortgaged premises subsequent to the date hereof.

The Mortgagee is excluded by the Mortgagee 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 Mortgagee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by the Mortgagee herein, and by every person now or hereafter claiming any right or security hereunder, that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any personal liability on the Trustee or on any person beneficially or otherwise interested in the property or funds at any time subject to said trust agreement because of or in respect of this Mortgage and the Note which secures it, or the making, issue or transfer thereof, 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 endorsement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-signer, surety, endorser or guarantor of said Note.

M. That the Mortgagee shall be released by Mortgagee by proper instrument upon payment to it of all indebtedness secured hereby and the payment to Mortgagee of a reasonable release fee which fee shall be so much additional indebtedness secured hereby. N. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that whatever the context hereof requires, the measuring gender, as used herein, shall include the feminine and the neuter, and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

L. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under it, and without regard to the solvency of the person or persons, if any, liable for the payment of the indebtedness secured hereby, the Mortgagee, or the then value of said premises, or whether the same shall then be encumbered by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied, before as well as after the foreclosure sale and before as well as after any redemption by any person, towards the payment of the indebtedness, costs, taxes, insurance and other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree in personam or not, and if a receiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, irrespective whether there be redemption or not, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

K. No failure even though rejected by holder to exercise any option contained in this Mortgage or in the Note which it secures, and no waiver, even though rejected, of performance of any of the covenants contained in either such instrument shall in any way affect the right of holder hereafter to exercise such option, or to require or enforce performance of such covenant. J. All covenants, terms, conditions, issues and profits of said premises are specially pledged, assigned and transferred to the Mortgagee, whether now due or hereafter, to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement be written or verbal, and it is the intention hereby to pledge said rents, issues and profits on a party with said real estate and not secondarily, and such pledge shall not be deemed merged in any foreclosure decree.

I. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby, shall be immediately due and payable by the Mortgagee with interest thereon at the rate then applicable under the terms of the Note hereby secured.

H. Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with (a) any close, this Mortgage, and in any foreclosure a sale may be made of the premises on mass without offering the several parts separately. Mortgagee hereunder, to declare without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee hereunder, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, or if the Mortgagee abandons any of said property then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to charge upon any of said property, or if proceedings in bankruptcy be instituted by or against the Mortgagee or the said owner or owners of a beneficial interest under the said trust agreement, or if the Mortgagee or the said owner or owners of a beneficial interest or charge upon any of said property, or if proceedings in bankruptcy be instituted to enforce any other lien payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or if default be made in performance of any covenant herein contained or in making any waiver of such option.

88662238

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7-48567-21 HAND TITLE Box 45 1/2 W. Smith

THE MORTGAGOR COVENANTS: (1) To pay said indebtedness and the interest thereon as herein and in said Note provided... (2) To pay when due... (3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee...

FOUR HUNDRED EIGHTY SIX AND 27/100 Dollars (\$ 486.27), commencing the FIRST day of JULY, 19 86, which payments are to be applied, first to interest, and the balance to principal, until said indebtedness is paid in full.

FIFTY SIX THOUSAND AND 00/100 Dollars (\$ 56,000.00), which Note, together with interest thereon as therein provided (including provisions for adjustment in the interest rate), the Mortgagor promises to pay out of that portion of the trust estate subject to said Trust Agreement, and hereinafter specially described, in monthly installments of

TO SECURE: TO HAVE AND TO HOLD all of said property, with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

The furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, attached floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves, water heaters and washing and drying machines, (all of which are intended to be and are hereby declared to be a part of said real estate, whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises, whether now due or hereafter to become due, all of which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO SECURE: TO HAVE AND TO HOLD all of said property, with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

F. At the option of the holder of the Note and obligation hereby secured and without notice to the Mortgagor, or to any endorser or guarantor of said Note, all unpaid indebtedness secured by this mortgage shall notwithstanding anything in said note or mortgage to the contrary become immediately due and payable (1) if the Mortgagor sells, conveys, contracts to convey, or further encumbers said premises or any portion thereof, or (2) if ownership of said premises becomes vested in a person other than the undersigned, or (3) if the owner or owners, as of the date of the execution of this Mortgage, of a beneficial interest under the Trust Agreement described in the first paragraph hereof assign, transfer, or encumber said beneficial interest or any portion thereof or (4) if said beneficial interest or a portion thereof becomes vested in a person other than the owner or owners aforesaid; nor shall acceptance of any payment required by said Note or on account of said indebtedness after the occurrence of any such contingency be taken as a waiver of such option.

G. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or if proceedings in bankruptcy be instituted by or against the Mortgagor or the said owner or owners of a beneficial interest under the said trust agreement, or if the Mortgagor or the said owner or owners of a beneficial interest under said trust agreement make an assignment for the benefit of their creditors or if their property be placed under control of, or in custody of, any Court or if the Mortgagor abandons any of said property then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor or the owner or owners of a beneficial interest under the said trust agreement, and apply toward the payment of said Mortgage indebtedness, any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

H. Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with (a) any dispute of whatever nature as to the debt hereby secured or the lien of this instrument or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured, or which may affect said debt or lien; (b) preparations for the commencement of or for conduct of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not such suit is actually commenced. Mortgagee may, in connection with any of the matters in this paragraph mentioned, pay and incur at its discretion all expenses (which may be estimated as to items which are to be expended after entry of a foreclosure decree), including but not by way of limitation, court costs, publication expense, expenses of title examination, guaranty policies, recording fees, Torrens Certificates, and Sheriff's or Magistrate's commission. All such items of expense in this paragraph mentioned including reasonable attorney's fees shall become so much additional indebtedness secured hereby and shall be immediately due and payable by the Mortgagor with interest thereon at the rate then applicable under the terms of the Note hereby secured.

I. In case the mortgaged property or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assignee.

J. All easements, rents, issues and profits of said premises are specially pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement be written or verbal, and it is the intention hereby to pledge said rents, issues and profits on a parity with said real estate and not secondarily, and such pledge shall not be deemed merged in any foreclosure decree.

K. No failure even though repeated by holder to exercise any option contained in this Mortgage or in the Note which it secures, and no waiver, even though repeated, of performance of any of the covenants contained in either such instrument shall in any way affect the right of holder thereafter to exercise such option, or to require or enforce performance of such covenant.

L. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under it, and without regard to the solvency of the person or persons, if any, liable for the payment of the indebtedness secured hereby, the Mortgagor, or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied, before as well as after the foreclosure sale and before as well as after any redemption by any person, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; or on any deficiency decree whether there be a decree thereof in personam or not, and if a receiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, irrespective whether there be redemption or not, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

M. That the Mortgage shall be released by Mortgagee by proper instrument upon payment to it of all indebtedness secured hereby and the payment to Mortgagee of a reasonable release fee which fee shall be so much additional indebtedness secured hereby.

N. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

If the above-named corporate trustee, mortgagor hereunder, is duly authorized to do so by the trust instrument or by any person having a power of direction over the trustee, and if the property hereby conveyed under this mortgage consists of a dwelling for five or more families, said corporate trustee, mortgagor hereunder, does hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on its own behalf, on behalf of the trust estate and all persons beneficially interested therein, and on behalf of each and every person except decree or judgment creditors of the corporate trustee, mortgagor hereunder, in its representative capacity and of the trust estate, acquiring any interest or title to the mortgaged premises subsequent to the date hereof.

This Mortgage is executed by the Mortgagor 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 Mortgagor hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by the Mortgagee herein, and by every person now or hereafter claiming any right or security hereunder, that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any personal liability on the Trustee or on any person beneficially or otherwise interested in the property or funds at any time subject to said trust agreement because or in respect of this Mortgage and the Note which secures it or the making, issue or transfer thereof, 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 personal liability of any co-signer, surety, endorser or guarantor of said Note.

IN WITNESS WHEREOF, the Mortgagor, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President, and its corporate seal to be affixed and attested by its Asst. Trust Officer, this

23rd day of May, A.D. 1986, pursuant to authority given by resolution, duly passed by the Board of Directors of said corporation. NATL BOULEVARD BK OF CHICAGO

ATTEST: Charles A. Vrba As Trustee as aforesaid and not personally
Asst. Trust Officer Secretary By ASST. VICE PRESIDENT President

STATE OF _____ }
COUNTY OF _____ } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT NATL BOULEVARD BK OF CHICAGO ALEX J. BERLSOFF, personally known to me to be the ASST. VICE

President of NATL BOULEVARD BK OF CHICAGO CHARLES A. VRBA, personally known to me to be the a corporation, and ASST. TRUST OFFICER

Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as ASST. VICE President and ASST. TRUST OFFICER Secretary of said corporation; and caused the corporate seal of said corporation to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 23rd day of May, A.D. 1986

This instrument was prepared by: CAROL J. BLACKWOOD, ASST. V.P. LENDING OPER
and is to be mailed to: ARLINGTON HEIGHTS FEDERAL SAVINGS and LOAN ASSOCIATION
25 East Campbell Street, Arlington Heights, Illinois 60005

OFFICIAL SEAL
THOMASINE JOHNSON
Notary Public
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/25/92
My commission expires 2-25-92

88279385

.....(Seal).....
 Nati Boulevard Bk of Chicago
 Assst. VICE PRESIDENT
(Seal).....
 Borrower

DEPT-01 RECORDING \$14.00
 #1111 TRAN 7430 04/24/88 14:16:00
 #882 # A * 88-27385
 COOK COUNTY RECORDER

23rd day of May, 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Arlington Heights Federal Savings and Loan Association, (the "Lender") of the same date and governing the Property described in the Security Instrument and located at: 110 South Dutton Avenue Unit 4-J Arlington Heights, Illinois, 60005 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: Royal Dutton (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy, acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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