VERGREEN

OAK LAWN NATIONAL BANK 9400 SOUTH CICERO AVENUE OAK LAWN, IL 60453

\$17.00

COMMERCIAL MORTGAGE

88301653

THIS MORTGAGE made this 1st day of JULY . 19 88 between FIRST NATIONA	L BANK OF
THIS MORTGAGE made this 1st day of JULY , 19 88 between FIRST NATIONA EVERGREEN PARK AS TRUSTEE u/t/a DTD. 6/20/84 a/k/a TR. 7950(hereinafter referred to as	"Mortgagor") and the
OAK LAWN NATIONAL BANK, which is organized and existing under the laws of th States of America whose address is 9400 South Cicero Avenue, Oak Lawn, IL 60	e United
(hereinafter referred to as "Mortgagee"). WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of SEVENTY FIVE THOUSAND AND 00	/100
which indebtedness is evidenced by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred which Note provides for monthly installments of principal and interest of <u>EIGHT HUNDRED FORTY AND 71/100 Installments</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's Note dated <u>JULY 1, 1988</u> , (hereinafter referred by Mortgagor's	red to as the "Note"),
on the 15th day of each month commencing with AUGUST 15, 1988 until the the balance of the Indebtedness, if not sooner paid, due and payable on JULY 15, 1993	Note is fully paid with
NOW, THEREFORE, the Munipagor, to secure the payment of this Note with interest thereon, the payment of all other sums advanced in accordance herewith or protect the security of this Mortgage, and the performance of the covenants and agreement herein contained the Mortgagor ocean hereby mortgage, grant and convey to Mortgagoe the following described real estate to	with interest thereon ents of the Mortgagor
of COOK	

COOK COUNTY, PLLINUS FILED OR RECORD

1988 JUL 1 DAM 10: 08

88301653

PERMANENT TAX IDENTIFICATION # 24-33-204-037-1005

Which real estate has the address of 12755 LaCrosse, Unit #5, Alsip, IL 60658 and which, with the property herein described, is referred to herein as the "Premise,

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenum et thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pieced primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing); all fixtures, apparatus, equipment and articles, other than such as constitute traile fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which related to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or an interest or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby or derstood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby. to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in truly the insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

- 1. Mortgagor shall promptly pay when due the principal of and interest on the Indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Montgage
 - 2. In addition, the Mortgagor shall:
 - (a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
 - (b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
 - (c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagee ages to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgager from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagoe.

This instrument was prepared by CENTRAL MORTGAGE PROCESSING UNIT FOR THE EVERGREEN BANKS

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UNOFFICIAL COPY

Total Section of the ON YOUR KARROWAN BEANK C/O FIRST NATIONAL BANK OF EVERGREEN PARK GANTANNANCERONANCE 3101 WEST 95TH STREET EVELCREEN PARK, IL 60642 C/ort/s Organica MORTGAGE CENTRAL MORTGAGE PROCESSING UNIT Bac MAIL TO:

88301653

(F.I. Form 6367)

Loan No._

15. Upon payment of all sums secured by this Mortgage, Mortgages and release this Mortgage, Mortgager, Mortgag

Ву

19. See Condominium Rider attached hereto	and made a part hereor.
IN WITNESS WHEREOF, the undersigned have signed this Mortgag	e on the day and year first above written at
Oak Lawn , Illinois.	
FIRST NATIONAL BANK OF EVERGREEN PARK	050
AS TRUSTEE U.t. DTD. 6/20/84 a/k/a TRUST #7	950
SR. VICE PRESIDENT & TRUST OFFICER	
There	
AND TRUST ADV.	
SEE RIDER ATTACHED FOR EXECUTION BY TRUSTEE	
STATE OF ILLINOIS	
COUNTY OF COOK } SS.	
undersigned a	Notary Public In and for said County in the State aforesaid, DO HEREBY
CERTIFY THAT JOSEPH C. FANELL!	and ANNE MOYLAN
personally known to me and known by me to be the President and saying	THE PARK OF EVERGREEN PARK
in whose name the above and foregoing instrument it excepted, appeared be	fore me this day in person and acknowledged that they signed and delivered
the said instrument as their free and voluntary act and as the free and vo	tuniary and of seid OFFICERS First Wattour Hank of Kurreyang Rank
as aforesaid, for the uses and purposes therein set forth, and this said SEC seed of said FIRST NATIONAL BANK OF EVERGREEN PA	NMMY THEN and there acknowledged that he, as custodian of the corporate RK
seel of said FIRST NATIONAL DANK OF EVERGREN TA	tary act of said FIRST NATIONAL BANK OF EVERCREEN PARK
as foresaid for the uses and purposes therein set forth.	tary act of said
as lotaseid in the neas and briboses maidil an inim	
GIVEN under my hand and notarial seal this 5th day of .	July , 19 88.
GIVELY WINDS THE HARM WITH THE TANK THE	W. M.M.
\	- Milliania Millian
	Notary Public State of ILLINOIS
	A A A A A A A A A A A A A A A A A A A
	My commission expires RESULT THRITTLE ROTARY ASSOC.
STATE OF ILLINOIS	
es.	C'2
COUNTY OF COOK	
I,	Notary Public in and for said county,
in the State aforesaid, DO HEREBY CERTIFY that	
personally known to me to be the same person(s) whose name(s) (ls) (are) sub	escribed to the foregoing instrument appeared before me this day in person signed, sealed and fally red the sald instruments as
and acknowledged that	ry act, for the uses and purposes therein se forth, including the release
	ry act, for the uses and purposes thereto or it and thousand the target
and waiver of the right of homestead.	
GIVEN under my hand and Notarial Seal, this day of	A.D. 19
Circle and or my more and management and a second	(Ž
	Notary Public Notary Public
	Notary Public
	No. Commission Evoluse
	My Commission Expires
	<u>ن</u>
	7.

by mailing by certified mall addressed to Mortgagee shall be given by certified mail, return receipt requested for in this Mortgage's stated to have been given to whort agos or a formation of the second to make the manual states at a second to make the provided herein and any notice to Mortgagee's stated to Mortgagee's addresse stated herein on the second herein and any notice to Mortgagee's stated to make the provided herein. Any notice provided for in this Mortgage shall be given by second in the manual state of significant to the second to make the manual state. The manual state of significant to the second to the second to the state of the second to the second t 14. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mondagor shall be given

the covenants contained herein shall bind and the rights hereunder shall inture to, the respective successors and assigns of Mortgages and Mortgager subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.

and may be exercised concurrently, independently or successively.

12. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity

11. Any forebearance by Mortgages in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of any such right or remedy. The procurement of insurance or the payment of texes or other liens or charges by Mortgages shall not be a waiver of Mortgages's right to accelerate the indebtedness secured by this Mortgage.

10. If the payment of the indebtedness hereby secured, or any part thereated in the Payment of the indebtedness hereby secured, or any part of the present of the indebtedness hereby secured, or any illne hereated in the Premises, shall be held to assent to such extension, variation or release, and their lightlity, and the lien, and all provisions hereof, shall continue and effect; the right of recourse against all such persons being expressly neserved by Mortgages, notwithstanding any such extension, variation or release. Any person, illm continues or any part thereof or any interest incential or the said lien subject to the rights of Mortgages to any good the right of Mortgages or any interest incential or the said lien subject to the rights of Mortgages or any interest incential and the said lien subject to the rights of Mortgages, or any grounding, without illmitstion, changing the rate of interest incential or the rights of the Mortgages, or any other document or instrument evidencing, securing or guaranteeing the indeptedness hereby secured, in each and every case without obtaining the connection of the right of the said th

8. Extension of the time for payment or modification or amortization of the sums secured by this Mortgagor's successor in interest. Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagor shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise Codify amortization of the sum secured by this Mortgagor's successors in interest.

such receivership, or on any deficiency decree whether there be a decree therefor in the any on and if a receiver shall be appointed he estuance remain in possession until the expiration of the factor of the factor of the factor of the factor of the antition pendod dun'ng which if may be leaded and no lease of said Premises of a deed in case of saids. But it not deed be feater of until the expiration of the factor of t to manage and rent and to collect the rents, issues and profits, when collected, may be applied as well as after the foreclosure sele, towards the payment of the price indebtedness, costs, taxes, insurance or other tiems necessary for the price itle) and preservation of the Premises, insurance or other tiems necessary for the price itle) and preservation of the Premises, insurance or other tiems necessary for the price itle) and preservation of the Premises, insurance or other tiems necessary for the price itle) and preservation of the Premises, insurance or other tiems necessary for the price itle preservation of the Premises, insurance or other tiems necessary for the price itle preservation. B. Upon the commencement of any foreclosure proceeding here. The court in which such bill is filled may at any party claiming under him, at a without regard to the solvency of the Mortgegor or the tinen the same stell then be occupled by the owner of "se equity of redemption as a homestead, appoint a receiver, with power or whether the same shall then be occupled by the owner of "se equity of redemption as a homestead, a receiver, with power or same and some and the collect the same shall be collect the same and contract and the same and contract and the same and some or the same or the same and some or the same or the same and some or the same and some or the same or the sam

Any sale, conveyence or transfer of any right, title of in seest in the premises or any portion thereof, without the prior written approval of the Mortgagee, or any sale, transfer or assignment of all or any "air, of the beneficial interest in any trust holding title to the premises without the work may declare written approval of the Mortgagee or the holder of the Note may declare written approval of the Mortgagee or the Note to default here and upon any such default the Mortgage or the holder of the Note may declare the entire indeptedness evidenced by the Note to be immediately or at any time during the characters.

E. Time is of the essence here, of, and it default be made in performance of any coverant herein contained or contained in the Note or the Mode or obligation or or any extension or renewal thereof, or if proceedings be instituted to enforce any other lies or open the filling of the proceeding in bankruptcy by or against the Modgagor, or if the Modgagor shall make an assignment for the benefit of his creditors or if his property is placed under control of or in custody of any court or officer of the government, or if the Modgagor aban-done the Fremises, or tails to pay when court or officer of the government, or if the Modgagor aban-government, or if the Modgagor and the grant of the grant of a sessessment (whether for incurance premiums, maintenance, taxes, capital improvements, parchages or tainlist owners, group, then and in any of said events, the Modgagor and the priority of said sentence of the priority of said sentence of the Modgagor and the priority of said said without successed to the priority of said unorgage indebtedness any monies of the Modgagor half by the Modgagor, and said Modgagor and said without it any lorectosure a sale may be made of the Premises end said Modgagor and said in any forectosure a sale may be made of the Premises end said Modgagor of the Premises end said Modgagor and said without the or the said Modgagor and said without the office of the payment of said indebtedness any monies of the Modgagor half by the Modgagor and said Modgagor.

or at a later date, or having oe in advanced, shall have been repaid in part and further advances made at aller date, which advances shall in no event operate to make the principal amount plus any amount or amounts that may be added to the modigage indebtadness. In arrive terms of this Morigage for the purpose of protecting the security. 5. It is the intent each to secure payment of the Note whether the entire amount shall have been advanced to the Montgagor at the date hereof

any monles for any purpose not to do any act hereunder; and the Mortgagee's right to accelerate the maturity of the indebtedness secured by omit to do hereunder not shall say acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to only see to be a maturity of the indebtedness secured by this Mortgage or to only see that any act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by -4. In the case or a nature to perform any or the covernance interest, or it any accuration proceedings involving a horizontal proceedings involving a banking involving a banking involving a banking involving a banking in the Premiseas, including, but not limited to, eminent domain, the original season or decedent, the Montgager and a Montgager's behalf everything so convenented; the Montgager may do on the Montgager's behalf everything so convenented; including reasonable attorneys' fees and expenses, by the Montgager may do on the Montgager and part and may accurate any monies paid or disbursed, including reasonable attorneys' fees and expenses, by the Montgager for any of the above purposes and such monies together with interest them are set forth in the Montgager and be paid out of the rents of some surprises. The monte accurate the set of set of the secured and may be not proceeded of sets of sets of sets and expenses. Or claim in advancing monies as above authorized, but nothing herein contained as requiring the Montgages in construed as requiring the Montgages or claim in advancing monies as above authorized, but nothing sets and shall not incur any personal liability because of any act hereunder; and the Montgages shall not incur any personal liability because of anything it may do or any monles for any purpose not to do any act hereunder; and the Montgages shall not incur any personal liability because of anything it may do or any monles for any purpose not to do any act hereunder; and the Montgages shall not incur any personal liability because of anything it may do or e, in the case of a failure to perform any of the coverants herein, or it any action or proceeding is commenced which materially affects Mongagee's

Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, fransfer or assignment of any portion thereof or any trust holding title to the Premises without the prior written approval of the Mortgages, constitute a detault hereunder on account of which the holder of the Mortgages, constitute a detault hereunder on account of which the holds immediately or at any lime such default occurs.

- (h) Comply with the provisions of any lease if this Mortgage is on a leasehold.
- (9) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
- (f) Not euflet or permit any unlawful use of or any nulsance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.

- (e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the tien hereof.
- (d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property. Montgages may make proof of loss if not made promptly by Montgages. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that Montgages shall receive 10 days notice prior to cancellation.

UNOFFICIAL, COPY 5 5

THIS RIDER ATTACHED TO MORTGAGE DATED JULY 1, 1988

FROM: FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE u/t/a DTD. 6/20/84

a/k/a TRUST #7950

TO: OAK LAWN NATIONAL BANK

EXHIBIT "A"

PARCEL 1:

UNIT 5 IN LACROSSE LIGHT INDUSTRIAL CONDOMINIUMS TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DELINEATED ON A SURVEY, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO A DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE UNDER TRUST NO. 6096 DATED NOVEMBER 11, 1980 AND RECORDED ON NOVEMBER 30, 1983, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 26879845, OF LOT 2 IN ALSIP TRI-STATE DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT AND USE OF THE CONDOMINIUM OWNERS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LACROSSE LIGHT INDUSTRIAL CONDOMINIUMS DATED NOVEMBER 21, 1983 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEELS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 26879845 ON NOVEMBER 30, 1983.

MORTGAGOR ALSO GRANTS TO THE MORTGAGEE, (HIS HEIRS, LEGAL REPRESENTATIVES) (ITS SUCCESSORS) AND ASSIGNS, AS RIGHTS AND TASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND FASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION AND MORTGAGOR RESERVES TO (HIMSELF, HIS HEIRS, LEGAL REPRESENTATIVES) ITSELF, ITS SUCCESSORS) AND ASSIGNS THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT SAID RIGHTS AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT SAID RIGHTS AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING PARCEL OR ANY OF THEM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PTI #24-33-204-037-1005

PROPERTY ADDRESS: 12755 LACROSSE, UNIT #5

ALSIP, IL 60658

88301653

This Mortgace is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Adresment, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, nor shall at any time be asserted of enforced against the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons chaiming by of through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK not individually, but as Trustee Under Trust No. 7950

Senior vide President and Trust Officer

ATTEST:

Land Trust Administrator

88301653

THIS CONTYMEN	IUM RIDER is made thisLat	day of	July	148.8
and is incorporated into "Security Instrument") a	and shall be deemed to amend and sup of the same date given by the undersign Oak Lawn National Bank	oplement the Mortged (the "florrower"	gage, Deed of Trust or ! ') to secure Borrower's	Security Deed (the Note to (the "Lender")
of the same date and cover 12755	ering the Property described in the Sect 5 LaCrosse, Unit #5, Alsip, Property	arity Instrument an IL 60658 Address)	d located at:	
Leoner es	unit in, together with an undivided i			
***************************************	LaCrosse Light Industrial	munum Groba ()		
"Owners Association")	njec("). If the owners association or o holds title to properly for the benefit est in the Owners Association and the	or use of its men	ibers or shareholders.	the Property also

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

- A. Condomisium 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 clees 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 amounts, 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 haza diasurance 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 in ur nee 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 Sometry 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 ssigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument's 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 pravision is for the express benefit of Lender:
 - (iii) termination of professional i ranagement and assumption of self-manage next of the Owners Association;
- (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 I enter 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.

By:

FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE u/t/a DTD. 6/20/84 a/k/a TR #7950

CENTRAL MORTGAGE PROCESSING UNIT

FOR THE EVERGREEN BANKS

c/o FIRST NATIONAL BANK OF EVERGREEN PARK

3101 WEST 95TH STREET

ÓΓ

EVERGREEN PARK, IL 60642

Attest:

LAND TRUST ADM.

SENIOR VICE P

SEE RIDER ATTACHED FOR EXECUTION BY TRUSTEE

PTI #24-33-204-037-1005

THIS INSTRUMENT WAS PREPARED BY:

TRUST OFFICER

UNOFFICIAL COPY 8 8 3 0 1 6 5 3

RIDER ATTACHED TO CONDOMINIUM RIDER TO OAK LAWN NATIONAL BANK
DATED July 1, 1988 UNDER TRUST NO. 7950
Executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly under stood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but
executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against fail Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto. End those claiming by, through or under them.
FIRST NATIONAL BANK OF EVERGREEN PARK not individually, but as Trustee Under Trust No. 7950
Sr. Vice President & Trust Officer
ATTEST:
ATTEST: Marlu ARRIBARINITURING ADM LAND TRUST ADM