

UNOFFICIAL COPY

89499305

Affiliated Bank/Chicago
758 West North Ave.
Chicago IL 60610



Prepared by: Katrin Belooz for Affiliated Banc Group, Inc.

COOK COUNTY RECORDER

12322 TRAN 3433 10/16/89 14:05:00
#1225

OFFICIAL SEAL
SONIA FERNANDEZ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 8, 1992

Sonia Fernandez
Notary Public

My Commission expires:

Given under my hand and official seal, this 13th day of October, 1989, signed and delivered the said instrument as their free and voluntary act, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they are personally known to me to be the same person(s) whose name(s) do hereby certify that Jerry Kamhi and Beth Kamhi, his wife, I, Sonia Fernandez, Notary Public in and for said county and state, Cook County ss:

Jerry Kamhi
Borrower (Seal)
Beth Kamhi
Borrower (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
 - Graduated Payment Rider
 - Other(s) [specify]
 - Condominium Rider
 - Planned Unit Development Rider
 - 2-4 Family Rider
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, but not limited to, reasonable attorneys' fees and costs of the evidence.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

89542293

Property of Cook County Clerk's Office

89542293

89489305

This mortgage is being rerecorded to include the attached exhibit(s).

[Space Above This Line For Recording Data]

DEPT-01 \$17.25
757111 TRAN 7960 11/14/89 13:14:00
4397 \$ A * 89-542293
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 06, 1989. The mortgagor is Jerry Kamhi and Beth Kamhi, his wife ("Borrower"). This Security Instrument is given to Affiliated Bank/Chicago a State Banking Association, which is organized and existing under the laws of the State of Illinois, and whose address is 758 West North Ave., Chicago, Illinois 60610 ("Lender"). Borrower owes Lender the principal sum of Forty Thousand and 00/100 Dollars (U.S. \$ 40,000.00). This debt is evidenced by ~~NOTE~~ promissory note ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Demand. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

PARCEL 1: LOTS 1, 2 AND 3 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF LOTS 2 AND 3 (EXCEPT THE WEST 33 FEET THEREOF HERETOFORE DEDICATED FOR PUBLIC STREET IN JOSEPH E. SHEFFIELDS' SUBDIVISION OF BLOCK 45 IN SHEFFIELDS' ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 1/2 OF LOT 4 (EXCEPT THE NORTH 50 FEET OF THE EAST 139.20 FEET AND THE WEST 33 FEET THEREOF) IN JOSEPH E. SHEFFIELDS' SUBDIVISION OF BLOCK 45 IN SHEFFIELDS' ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 16 THROUGH 19 IN LEMBCKE'S SUBDIVISION OF LOT 5 IN BLOCK 45 IN SHEFFIELDS' ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

* SEE ATTACHED RIDER TO MORTGAGE WHICH IS MADE A PART HEREOF.

PIN # 14-29-302-024, 14-29-302-025, 14-29-302-026, 14-29-302-027, 14-29-302-028, 14-29-302-034, 14-29-302-035, 14-29-302-036 and 14-29-302-039

which has the address of 2720 N. South Port, Chicago, Illinois 60614 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY 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.

[Signature]

REI TITLE SERVICES # 720-522

89542293

89489305

89542293

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrowers' written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of an amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrowers' successors in interest. Lender shall not be required to commence proceedings against any successor in interest or to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, the: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument. Note are declared to be severable.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

63489305

89542293

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution 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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

89189305

89512293

Rider to Mortgage

This Mortgage (the "Mortgage") made as of 10-6-89 by and between Jerry Kamhi and Beth Kamhi, his wife (the "Mortgagor"), whose mailing address is 2720 N. Southport, Chicago, IL and, Affiliated Bank/Chicago (the "mortgagee") whose office is located at 758 W. North Ave., Chicago, IL 60610.

WITNESS

Whereas UAC, Inc. is indebted to Mortgagee in the principal amount of \$40,000.00 together with interest thereon at the rates provided in that certain Mortgage Note attached hereto and made a part hereof as Exhibit 1.

Whereas, whenever in this Mortgage the word "Mortgagor" is used it shall, also, mean for purposes of this Mortgage "Maker" as in the case when the Mortgagor and Maker are the same parties executing both such documents, however, in this Mortgage, the Mortgage Note has been executed by UAC, Inc. as Maker but this Mortgage has not been executed by Maker as Mortgagor but Maker shall be considered to be Mortgagor for purposes of this Mortgage.

89542293

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit 1
 PROMISSORY NOTE
 (GRD)

FOR BANK USE ONLY			
Loan A/C # _____	Class Code _____	Risk _____	Line of Credit _____ Yes
Disbursement: A/C # _____	Check # _____	Letter of Direction _____	
Review Date _____	Officer <u>RE</u>	Disbursement Date _____	Part Sold _____
Note Teller _____	Special Instructions: <u>Rate: Prime + 2 1/2%</u>		
Approved _____	NL/Renewal <u>New</u>	Secured by: <u>RE</u>	

No. _____ Due On Demand 19 October 6th 19 89 Amount \$ 40,000.00

ON DEMAND, the undersigned promise(s) to pay to the order of Affiliated Bank/Chicago (the "Bank") at its office in Chicago, Illinois, the principal sum of Forty Thousand and no/100 Dollars, or if less, the aggregate unpaid principal amount of all loans and advances made by the Bank to the undersigned under this Note together with interest on the principal balance from time to time unpaid at the initial rate of 13.0% per annum and the variable rate thereafter of 2 1/2% per annum above the prime rate of the Bank publicly announced from time to time, such rate to be changed on the day or days said prime rate is changed and with interest after maturity at a variable rate of 6% per annum above said prime rate. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. All interest shall be paid monthly.

All payments shall be first applied to accrued interest to the date of payment, and the balance, if any, applied to the unpaid balance of principal. Undersigned agree(s) to pay reasonable attorneys' fees, costs and expenses incurred by the Bank in the collection and enforcement of this Note.

Demand, notice of non-payment and dishonor are hereby severally waived by all makers, endorsers and guarantors. The Bank may, at any time or times hereafter, without notice appropriate and apply toward the payment of this Note any moneys, credits or other property belonging to the undersigned or to any endorser or guarantor in possession or under the control of the Bank, as well as any indebtedness of the Bank to any one or more of the undersigned or any endorser or guarantor.

Advances under this Note may be made by the Bank upon the oral or written request of any person whose authority to so act by corporate resolutions or other instruments lodged with the Bank has not been revoked by a writing theretofore received by the Bank at its office. Any such advance shall be conclusively presumed to have been made by the Bank for the benefit of the Undersigned. The Undersigned does hereby irrevocably confirm, ratify and approve all such advances by the Bank, and all such advances, costs and expenses including attorneys' fees shall become additional indebtedness immediately due and payable hereunder.

This Note is secured by one or more security agreements, real estate trust deeds or mortgages, collateral assignments of beneficial interest and assignment of rents.

To further secure the payment of this Note the Undersigned hereby, jointly and severally, irrevocably authorize any attorney of any court of record to appear for them, or any of them, in such court in term, time or vacation, at any time hereafter and confess a judgment without process against them, or any one or more of them, in favor of the holder of this Note for such sum as may appear to be unpaid and owing thereon together with interest, costs and attorneys' fees, and to waive and release all errors which may intervene in such proceeding, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

See attached Rider to Note which is made a part hereof.

BUSINESS PURPOSE STATEMENT (to be executed by non-corporate borrower)

To induce Lender to make the loan evidenced by this Note, the Undersigned represents to Lender as follows:

- (1) The Undersigned owns and operates a business enterprise under the name _____
- (2) The proceeds of the loan will be used solely for the following commercial, agricultural or industrial purpose _____
- (3) The loan is a business loan within the purview of Paragraph 6404(c), Chapter 17, Ill. Rev. Stat. and is exempt from the disclosure requirements of the Federal Truth-in-Lending Act.

Dated _____ Signature _____ Signature _____

Address 1800 N. Clybourn X BY: Jerry Kamhi
Number & Street
Chicago IL 60614 X
City & State Zip Code
642-1500 36-3605316 X
Telephone Social Security No or Corp ID No X

SIGNATURE(S) OF BORROWER(S)
 UAC Inc.

89542293

REI TITLE SERVICES # R10-102

UNOFFICIAL COPY

RIDER TO NOTE

This NOTE is secured by a certain Mortgage of even date herewith executed by Maker ("Mortgage") which pertains to certain real estate located at 2720 N. South Port, Chicago Illinois, Cook County, Illinois, and legally described on the mortgage ("Real Estate").

In the event of any default(s) by Maker under the terms, provisions, covenants and conditions of A certain Mortgage previously executed and delivered to St. Paul Federal Bank for Saving dated 09/23/88 and recorded 10/12/88 as document #88469699 which secures a Note for \$217,600.00 then at option of Payee such default(s) shall be considered a default(s) under the terms of this Promissory Grid Note and the Mortgage.

Property of Cook County Clerk's Office

89542293