

UNOFFICIAL COPY

February, 1985

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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, made as of January 22, 1990, between

Stanley A. Kaplan and Joan C. Kaplan  
A/K/A Joan C. Peters, his wife, in joint tenancy

341 W. Wellington Chicago IL  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and Eugene R. Jaffe, or his successor,  
as Trustee under the Eugene R. Jaffe Revocable Trust U/A/D 4/12/83

530 River Oaks West, Calumet City, IL 60409  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of  
--Fifty Thousand and No/100-- DOLLARS

(\$ 50,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the day of 1995, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 530 River Oaks West, Calumet City, IL 60409. (Said note, as the same may from time to time be amended, modified or supplemented, together with all notes\*

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

\*issued in replacement, substitution or exchange therefor, being hereinafter referred to as the "Note".

See Exhibit A attached hereto and made a part hereof.

COOK COUNTY, ILLINOIS  
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which, with the property hereinafter described, is referred to herein as the "premises"

Permanent Real Estate Index Number(s): 14-28-203-006

Address(es) of Real Estate: 341 West Wellington Avenue, Chicago, IL 60657

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a par with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Stanley A. Kaplan & Joan C. Kaplan, A/K/A Joan C. Peters, his wife in joint tenancy

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. \*and Rider A and Exhibit A

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

(Seal) Stanley A. Kaplan  
(Seal) Joan C. Kaplan, A/K/A Joan C. Peters, his wife

State of Illinois, County of Cook ss.,

I, the undersigned, a Notary Public in and for said County of Cook, do hereby certify that Stanley A. Kaplan and Joan C. Kaplan, A/K/A Joan C. Peters, his wife,

personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 21st day of February, 1990.  
Commission expires 7/24/93

This instrument was prepared by Ross Miller, Esq., Katten Muchin & Zavis, 525 W. Monroe, Chicago, IL 60606  
Mail this instrument to Ross Miller, Esq., Katten Muchin & Zavis, 525 W. Monroe Street, Chicago, Illinois 60606

OR RECORDER'S OFFICE BOX NO. BOX 333 - TH

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1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due (whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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RIDER A

JUNIOR MORTGAGE RIDER ATTACHED TO AND MADE A PART OF MORTGAGE (ILLINOIS) DATED AS OF JANUARY 22, 1990, MADE BY STANLEY A. KAPLAN AND JOAN C. KAPLAN A/K/A JOAN C. PETERS, HIS WIFE, IN JOINT TENANCY (together, "Mortgagors") TO EUGENE R. JAFFE, OR HIS SUCCESSOR, AS TRUSTEE OF THE EUGENE R. JAFFE REVOCABLE TRUST U/A/D APRIL 12, 1983 ("Mortgagee")

Mortgagors further covenant and agree with Mortgagee that:

1. For purposes of this Rider, the following terms shall have the meanings set forth below:

(a) "First Mortgage Note" means the note executed by Mortgagors payable to the legal holder (s) thereof (the "Note Holder") in the original principal amount of Seventy-five Thousand Dollars (\$75,000.00), which note is secured by the First Mortgage.

(b) "First Mortgage" means the trust deed securing the First Mortgage Note executed by Mortgagors, granted to Chicago Title and Trust Company, Trustee (the "First Mortgagee"), dated September 21, 1966, and recorded on October 4, 1966 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 19960599.

(c) "Second Mortgage" means the Equity Credit Line Mortgage executed by Mortgagors, granted to The Northern Trust Company (the "Second Mortgagee"), dated April 15, 1989, and recorded on May 8, 1989 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 8920562, which mortgage secures indebtedness not to exceed the aggregate outstanding principal balance of \$50,000.00.

(d) "Other Collateral" means the Assignment of Rents executed by Mortgagors granted to Guarantee Reserve Life Insurance Company and recorded on October 4, 1966 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 19960598 any and all other agreements, documents and instruments which secure any of the indebtedness secured by the First Mortgage and/or the Second Mortgage.

2. Mortgagors hereby covenant and warrant that the creation and existence of this Mortgage and the lien created hereby and the indebtedness secured hereby will not constitute an uncured or unwaived default under the First Mortgage Note, the First Mortgage, the Second Mortgage or any of the Other Collateral or be grounds upon which the Note Holder, the First Mortgagee or Second Mortgagee may foreclose its lien or exercise its other remedies under the First Mortgage Note, the First Mortgage, Second Mortgage or Other Collateral or upon which any indebtedness secured thereby may be accelerated. Mortgagors also represent and warrant that the First Mortgage, the Second Mortgage and Other Collateral are the only documents securing the First Mortgage Note and the loans made under the "Agreement" (as defined in the Second Mortgage),

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and that true and correct copies of the First Mortgage, the Second Mortgage and Other Collateral have been furnished to Mortgagee and that such documents have not been amended or supplemented.

3. Mortgagors will not at any time or in any manner hereafter increase the principal amount outstanding (a) under the First Mortgage Note to an amount above \$10,000.00 or (b) under the Second Mortgage to an amount above \$50,000.00, or the indebtedness secured by the lien of the First Mortgage or Second Mortgage in excess of said respective amounts, or enter into any agreement with respect to the First Mortgage Note, First Mortgage, Second Mortgage and/or any of the Other Collateral modifying or amending the same or any part thereof or providing for the waiver of any of its provisions, without first obtaining Mortgagee's prior written consent thereto.

4. Mortgagors will fully and timely perform and discharge each and every agreement, term, covenant, condition, undertaking and agreement on the part of Mortgagors to be performed under the First Mortgage Note, First Mortgage, Second Mortgage and/or Other Collateral, and Mortgagors will not permit a default to exist under any of the foregoing.

5. Mortgagors agree to send to Mortgagee, promptly upon receipt of the same, copies of any written notices received by any of the Mortgagors from the Note Holder, the First Mortgagee or the Second Mortgagee, including, without limitation, copies of any notices of default from such Mortgagee, but excluding regular monthly statements or bills.

6. The occurrence of any one or more of the following shall constitute "Event of Default" under this Mortgage:

(a) A default in the payment when due of any of the indebtedness secured hereby (including, without limitation, the Note); or

(b) Failure by Mortgagors to duly observe or perform any other term, covenant, condition or agreement of the Note or this Mortgage and such failure continues for thirty (30) days thereafter; or

(c) The occurrence of an Event of Default under any assignment of lease, assignment of rents or any other agreement given or made as additional security for the indebtedness secured hereby; or

(d) The filing by Mortgagors (or any of them) of a voluntary petition in bankruptcy or Mortgagor's (or any of them) adjudication as a bankrupt or insolvent, or the filing by Mortgagors (or any of them) of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Mortgagor's (or any of them) seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of himself, herself or themselves or any portion of his, her or their assets or of all or any part of the premises or of any or all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of

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creditors, or the admission in writing of his, her or their inability to pay his, her or their debts generally as they become due; or

(e) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against Mortgagors (or any of them) seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other similar relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of Mortgagors (or any of them) or of all or any part of the premises or of any or all of the rents, issues, profits or revenues thereof without its consent or acquiescence, which appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(f) The occurrence of a default or event of default under the First Mortgage Note, the First Mortgage, the Second Mortgage and/or any of the Other Collateral, and the continuance thereof, after any periods allowed for curing defaults as granted therein, if any, have expired.

If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of Mortgagee, immediately become due and payable without notice or demand, together with the additional fee, if any, required by the Note.

7. In case an Event of Default shall occur hereunder, in addition to any other rights and remedies available to Mortgagee and without limitation of any other provision hereof, Mortgagee may, but need not, make any payment or perform any act required of any of Mortgagors under the First Mortgage Note, the First Mortgage, the Second Mortgage, or any other document or instrument constituting Other Collateral, or any of them, and, in connection therewith, may, but need not, make full or partial payments of principal or interest on the indebtedness secured thereby. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Default Rate.

8. It is stipulated and agreed by all the parties hereto that Mortgagee shall be subrogated to all rights, liens or privileges of the Note Holder, the First Mortgagee and/or Second Mortgagee, to the extent of all payments from time to time made by Mortgagee to such holder in subordination, however, to the rights, liens and privileges of such holder which continue under the terms of such Mortgage with respect to the unpaid balance of the indebtedness thereby secured.

9. It is expressly understood and agreed that the lien of this Mortgage and the terms and provisions hereof are subject and subordinate to the lien of the First Mortgage and Second Mortgage, but only with respect to those portions of the Mortgaged Property encumbered by the First Mortgage and Second Mortgage. To the

extent that the First Mortgage or Second Mortgage does not encumber the Mortgaged Property, or such mortgages shall have been satisfied, the lien hereof shall be a first and prior lien against the Mortgaged Property.

10. Notwithstanding the provisions of Paragraph 15 of this Mortgage, Mortgagors shall not be obligated to deposit with Mortgagee any amount for tax or assessment reserves if and to the extent such amounts have been deposited with the Note Holder, the First Mortgagee or Second Mortgagee. Within 30 days from the date hereof, Mortgagors shall cause Mortgagee to be named as an additional insured on Mortgagors' casualty insurance policies with respect to the premises.

11. The obligations and liabilities of each of the Mortgagors under this Mortgage shall be joint and several.

12. Each of Mortgagors agree(s) to the full extent permitted by law, that if an Event of Default occurs hereunder, neither of the Mortgagors nor anyone claiming through or under any of them shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and of each of the Mortgagors, for himself or herself and all who may at any time claim through or under him or her, hereby waives and releases to the full extent that it may lawfully so do, the benefit of all such laws (including, without limitation, all rights under and by virtue of the homestead exemption laws of the State of Illinois) and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

13. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No consent or waiver, express or implied, by Mortgagee to or of any breach or default by Mortgagors (or any of them) in the performance of his, her or their obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of Mortgagors (or any of them) hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of his rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagors (or any of them).

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15. If Mortgagee grants forbearance or an extension of time for the payment of any sums or indebtedness secured hereby, such act shall not release, discharge, modify, change or affect the original liability under the Note, this Mortgage or any other obligation of Mortgagors (or any of them) or any maker, co-signer, endorser, surety or guarantor.

16. This Mortgage shall inure to the benefit of and be binding upon Mortgagors and Mortgagee and their respective heirs, executors, legal representatives, successors and assigns.

17. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

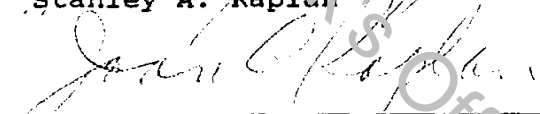
18. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Illinois.

19. This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the premises which constitutes fixtures or personal property. Mortgagee shall have all the rights with respect to such fixtures and personal property afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement.

20. If there exists any inconsistency between the terms of the printed portion of this Mortgage and the terms of this Rider, the terms of this Rider shall govern and control.

IN WITNESS WHEREOF, the undersigned have caused this Rider A to be executed as of the 22nd day of January, 1990.

  
\_\_\_\_\_  
Stanley A. Kaplan

  
\_\_\_\_\_  
Joan C. Kaplan  
A/K/A Joan C. Peters, his wife

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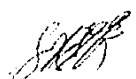


EXHIBIT A

ATTACHED TO AND MADE A PART OF MORTGAGE (ILLINOIS)  
DATED AS OF JANUARY 22, 1990, MADE BY  
STANLEY A. KAPLAN AND JOAN C. KAPLAN  
A/K/A JOAN C. PETERS, HIS WIFE,  
IN JOINT TENANCY (TOGETHER, "MORTGAGORS") TO  
EUGENE R. JAFFE, OR HIS SUCCESSOR,  
AS TRUSTEE OF THE EUGENE R. JAFFE  
REVOCABLE TRUST U/A/D APRIL 12, 1983 ("MORTGAGEE")

LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTH 33 FEET OF LOT 1 AND THE NORTH 116.8 FEET OF LOT 2 IN ASSESSORS DIVISION OF LOTS 1 AND 2 IN CITY OF CHICAGO, SUBLIVISION OF THE EAST FRACTIONAL HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF WELLINGTON STREET 209 FEET EAST OF THE WEST LINE OF THE EAST FRACTIONAL HALF OF SAID SECTION 28, THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE EAST FRACTIONAL HALF OF SAID SECTION 28, ALONG THE EAST LINE OF AN 18 FOOT PUBLIC ALLEY 140.32 FEET, THENCE EAST PARALLEL WITH THE SOUTH LINE OF WELLINGTON STREET ALONG THE NORTH LINE OF AN 18 FOOT PUBLIC ALLEY 50 FEET, THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST FRACTIONAL HALF OF SAID SECTION 28, 140.32 FEET TO A POINT IN THE SOUTH LINE OF WELLINGTON STREET 259 FEET EAST OF THE WEST LINE OF THE EAST FRACTIONAL HALF OF SAID SECTION 28, THENCE WEST ALONG THE SOUTH LINE OF SAID WELLINGTON STREET, 50 FEET TO THE PLACE OF BEGINNING, BEING 50 FEET FRONTING NORTH ON WELLINGTON STREET EAST OF AND ADJOINING ALLEY DEDICATED BY INSTRUMENT RECORDED MARCH 16, 1915 AS DOCUMENT 5594071 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

Property Clerk's Office

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