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SPACE ABOVE THIS LINE FOR RECORDER'S USE

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MA: [Fc. This instrument was prepared by:
Veronica C. Rae
770 W. Dundee Rd.
Arlington Heights, Il. 60004

**MULTIFAMILY MORTGAGE,
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

14777774 GCH 723774 FV Norwich

THIS MORTGAGE (herein "Instrument") is made this 2nd day of January 1990 between the Mortgagor/Grantor Harris Trust and Savings Bank As Trustee Under Trust No. 37968 Dated 9/22/77 and not individually whose address is 3631 N. Sheffield Ave. Chicago, Illinois 60613 (herein "Borrower"), and the Mortgagee, IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION a CORPORATION organized and existing under the laws of UNITED STATES OF AMERICA whose address is 2515 W. Irving Park Road Chicago, Il. 60618 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THREE HUNDRED THOUSAND & 00/100 (\$300,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 2, 1990 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2000.

To SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Borrower pursuant to paragraph 30 hereof (herein "Future Advances"); (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; and (d) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender [the following described property located in The City of Chicago, State of Illinois:

Commonly Known As:
657-659 W. Cornelia Avenue Chicago Illinois 60657

*Delete bracketed material if not completed.

*RE-RECORDING TO ADD ADJUSTABLE RATE RIDER.

** THE EAST 50 FEET OF THE WEST 104 FEET OF LOTS 1 AND 2 AND THE EAST 50 FEET OF THE WEST 104 FEET OF THE NORTH 27.60 FEET OF LOT 3 IN COLEBOUR'S SUBDIVISION OF PART OF BLOCK 14, IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 INCLUSIVE AND 33 TO 37 INCLUSIVE IN PINE GROVE A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. **

COOK COUNTY, ILLINOIS

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Property of Cook County Clerk's Office

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TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this instrument; and all of the foregoing together with said property (or the leasehold estate in the event this instrument is on a leasehold) are herein referred to as the "Property".

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

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this instrument.

2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal or interest are payable under the Note (or on another day designated in writing by Lender, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of (a) the yearly water and sewer rates and assessments which may be levied on the Property, (b) the yearly ground rent, if any, (c) the yearly premium for fire and other hazard insurance, rent loss insurance and such other insurance covering the Property as Lender may require pursuant to paragraph 5 hereof, (d) the yearly premium installments for mortgage insurance, if any, and (e) if this instrument is on a leasehold, the yearly head rent, if any, under the ground lease, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other charges, premiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option.

The Funds shall be held in an institution(s) the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said rates, taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covenant or agreement of Borrower in this instrument. Lender shall make no charge for so holding and applying the Funds, analyzing and accounting for or verifying and compiling said assessments and bills, unless Lender makes a written agreement with Borrower that Lender shall be required to pay Borrower any interest, earnings or profits on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the amount for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this instrument.

If the amount of the Funds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, rent loss insurance and Other Impositions, as they fall due, such excess shall be credited to Borrower on the next monthly installment of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rent loss and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

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

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this instrument shall be applied by Lender in the following order of priority: (i) amounts payable to Lender by Borrower under paragraph 2 hereof; (ii) interest payable on the Note; (iii) interest payable on advances made pursuant to paragraph 8 hereof; (iv) interest payable on any Future Advances made pursuant to paragraph 8 hereof; (v) principal of advances made pursuant to paragraph 8 hereof; (vi) interest payable on the Future Advances in such order as Advance is outstanding. Lender may apply payments received among the principal balances of the Future Advances in such order as Lender, in Lender's sole discretion, may determine. Lender may apply payments received among the principal balances of the Future Advances in such order as Lender, in Lender's sole discretion, may determine, and (vii) any other sums secured by this instrument in such order as Lender, in Lender's sole discretion, may determine. However, that Lender may, at Lender's option, apply any sums paid pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.

4. CHARGES; EARNINGS; BORROWER SHALL PAY ALL WATER AND SEWER RATES, TAXES, ASSESSMENTS, PREMIUMS, AND OTHER IMPOSITIONS ATTRIBUTABLE TO THE PROPERTY AT LENDER'S OPTION IN THE MANNER PROVIDED UNDER PARAGRAPH 2 HEREOF, AND NOT PAID IN SUCH MANNER, BY BORROWER MAKING PAYMENT, WHEN DUE, DIRECTLY TO THE PAYEE THEREOF, OR IN SUCH OTHER MANNER AS LENDER MAY DETERMINE. BORROWER SHALL PROMPTLY FURNISH TO LENDER ALL NOTICES OF AMOUNTS DUE UNDER THIS PARAGRAPH 4, AND IN THE EVENT BORROWER SHALL MAKE PAYMENTS DIRECTLY, BORROWER SHALL PROMPTLY FURNISH TO LENDER RECEIPTS EVIDENCING SUCH PAYMENTS. BORROWER SHALL PROMPTLY DISCHARGE ANY LIEN WHICH HAS, OR MAY HAVE, PRIORITY OVER OR EQUALLY WITH, THE LIEN OF THIS INSTRUMENT, AND BORROWER SHALL PAY, WHEN DUE, THE CLAIMS OF ALL PERSONS SUPPLYING LABOR OR MATERIALS TO OR IN CONNECTION WITH THE LIEN OF THIS INSTRUMENT, AND BORROWER SHALL PROMPTLY PAY, WHEN DUE, THE CLAIMS OF ALL PERSONS SUPPLYING LABOR OR MATERIALS TO OR IN CONNECTION WITH THE LIEN OF THIS INSTRUMENT. WITHOUT LENDER'S PRIOR WRITTEN PERMISSION, BORROWER SHALL NOT ALLOW ANY LIEN INFERIOR TO THIS INSTRUMENT TO BE PERFECTED AGAINST THE PROPERTY.

5. HAZARD INSURANCE. BORROWER SHALL KEEP THE IMPROVEMENTS NOW EXISTING OR HEREAFTER CREATED ON THE PROPERTY INSURED BY CARRIER AT ALL TIMES SATISFACTORY TO LENDER AGAINST LOSS BY FIRE, HAZARDS INCLUDED WITHIN THE TERM "EXTENDED COVERAGE" AS SET FORTH AND SUCH OTHER HAZARDS, CASUALTIES, AND CONSEQUENCES AS LENDER (AND, IF THIS INSTRUMENT IS ON A LEASEHOLD, THE GROUND LEASEE) SHALL REQUIRE AND IN SUCH AMOUNTS AND FOR SUCH PERIODS AS LENDER SHALL REQUIRE. ALL PREMIUMS ON INSURANCE POLICIES SHALL BE PAID, AT LENDER'S OPTION, IN THE MANNER DESIGNATED IN WRITING HEREOF, OR BY BORROWER MAKING PAYMENT, WHEN DUE, DIRECTLY TO THE CARRIER, OR IN SUCH OTHER MANNER AS LENDER MAY DESIGNATE IN WRITING. ALL INSURANCE POLICIES AND RECEIPTS THEREOF SHALL BE IN A FORM ACCEPTABLE TO LENDER AND SHALL INCLUDE A STANDARD COVERAGE CLAUSE IN FAVOR OF AND IN FORM ACCEPTABLE TO LENDER. LENDER SHALL HAVE THE RIGHT TO HOLD THE POLICIES, AND BORROWER SHALL PROMPTLY FURNISH TO LENDER ALL RENEWAL NOTICES AND ALL RECEIPTS OF PAID PREMIUMS. AT LEAST THIRTY DAYS PRIOR TO THE EXPIRATION DATE OF A POLICY, BORROWER SHALL ADVISE LENDER OF RENEWAL POLICY IN FORM SATISFACTORY TO LENDER. IF THIS INSTRUMENT IS ON A LEASEHOLD, BORROWER SHALL FURNISH LENDER A DUPLICATE OF ALL POLICIES, RENEWAL NOTICES, RENEWAL POLICIES AND RECEIPTS OF PAID PREMIUMS. BORROWER SHALL GIVE IMMEDIATE WRITTEN NOTICE TO THE INSURANCE CARRIER AND TO LENDER. BORROWER HEREBY AUTHORIZES AND EMPOWERS LENDER AS ATTORNEY-IN-FACT FOR BORROWER TO MAKE PROOF OF LOSS, TO ADJUST AND COMPROMISE ANY CLAIM UNDER INSURANCE POLICIES, TO APPEAR IN COURT AND PURSUE ANY ACTION ARISING FROM SUCH INSURANCE POLICIES, TO COLLECT AND RECEIVE INSURANCE PROCEEDS, AND TO DEPOSIT THEREIN LENDER'S EXPENSES INCURRED IN THE COLLECTION OF SUCH PROCEEDS, PROVIDED HOWEVER, THAT NOTHING CONTAINED IN THIS PARAGRAPH 5 SHALL REQUIRE LENDER TO INCUR ANY EXPENSE OR TAKE ANY ACTION HEREUNDER. BORROWER FURTHER AUTHORIZES LENDER, AT LENDER'S OPTION, (A) TO HOLD THE BALANCE OF SUCH PROCEEDS TO BE USED TO REIMBURSE BORROWER FOR THE COST OF RECONSTRUCTION OR REPAIR OF THE PROPERTY OR (B) TO APPLY THE BALANCE OF SUCH PROCEEDS TO THE PAYMENT OF THE SUMS SECURED BY THIS INSTRUMENT, WHETHER OR NOT THEN DUE, IN THE ORDER OF APPLICATION SET FORTH IN PARAGRAPH 3 HEREOF (SUBJECT, HOWEVER, TO THE RIGHTS OF THE LESSOR UNDER THE GROUND LEASE IF THIS INSTRUMENT IS ON A LEASEHOLD).

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If the Property is sold pursuant to paragraph 27 hereof or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all

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14. ESTOPPEL CERTIFICATE. Borrower shall within ten days of a written request from Lender furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this instrument and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this instrument.

15. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals and amendments and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this instrument, including the covenant to pay when due all sums secured by this instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also involve the remedies provided in paragraph 27 of this instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 27 of this instrument.

16. LEASES OF THE PROPERTY. As used in this paragraph the word "lease" shall mean "sublease" if this instrument is on a leasehold. Borrower shall comply with and observe Borrower's obligations as landlord under all leases of the Property or any part thereof. Borrower will not lease any portion of the Property for non-residential use except with the prior written approval of Lender. Borrower, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into in form and substance subject to the approval of Lender. All leases of the Property shall specifically provide that such leases are subordinate to this instrument; that the tenant agrees to execute such further evidence of assignment as Lender may from time to time request; that the assignment of the Property shall not be terminated by foreclosure, and that Lender may, at Lender's option, accept or reject such assignments. Borrower shall not without Lender's written consent, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property by providing for a term of three years or more, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property in any lien subordinate to this instrument. If Borrower becomes aware that a tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as it will be reasonably calculated to prevent the accrual of any right to a set-off against rent, (ii) notify Lender thereof and of the amount of said set-off, and (iii) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall be necessary to discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

17. REMEDIES CUMULATIVE. Each remedy provided in this instrument is distinct and cumulative to all other rights or remedies under this instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

18. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. If Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any state bankruptcy or insolvency act, or if an answer in an involuntary proceeding admitting arrangement or reorganization, or under any state bankruptcy or insolvency act, or if an answer in an involuntary proceeding admitting arrangement or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 27 of this instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this instrument pursuant to paragraph 5 hereof.

19. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUPTION. On sale or transfer of (a) all or any part of the Property, or any interest therein, or (b) beneficial interests in Borrower (if Borrower is a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums secured by this instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 27 of this instrument. This option shall not apply in case of (a) transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner; (b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Lender and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including, if required by Lender, an increase in the rate of interest payable under the Note; (c) the grant of a leasehold interest in a part of the Property of three years or less (or such longer lease term as Lender may permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this instrument is on a leasehold); (d) sales or transfers of beneficial interests in Borrower provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Borrower, but excluding sales or transfers under subparagraphs (a) and (b) above, do not result in more than 50% of the beneficial interests in Borrower having been sold or transferred since commencement of amortization of the Note; and (e) sales or transfers of fixtures or any personal property pursuant to the first paragraph of paragraph 6 hereof.

20. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this instrument or in the Note shall be given by mailing such notice by certified mail addressed to Borrower at the address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

21. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

22. UNIFORM MULTIFAMILY INSTRUMENT GOVERNING LAW; SEVERABILITY. This form of multifamily instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument governing real property and related fixtures and personal property. This instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this instrument is held to be unenforceable, such conflict shall not affect other provisions of this instrument which can be given effect without the unenforceable provision, and in this end the provisions of this instrument shall survive.

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23. **WARRANTY OF STATUTE OF LIMITATIONS.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this instrument or to any action brought to enforce the Note or any other obligation secured by this instrument in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

22. **CONSTRUCTION LOAN PROVISIONS.** Borrower agrees to comply with the covenants and conditions of the Construction Loan Agreement, if any, which is hereby incorporated by reference in and made a part of this instrument. All advances made by Lender pursuant to the Construction Loan Agreement shall be made pursuant to the Construction Loan Agreement, and such advances may be obligated in the Construction Loan Agreement. All such sums shall bear interest at the rate stated in the Note, unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

21. **WAIVER OF MARSHALLING.** Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds of the exercise of the remedies provided herein. Borrower, any party who consents to this instrument and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

20. **ASSIGNMENT OF INTERESTS.** APPOINTMENT OF RECEIVERS; LENDER IN POSSESSION. As part of the consideration for the application of the Property, including those now due, to be secured by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of whom the rents and revenues are payable, Borrower hereby authorizes Lender or Lender's agents to collect the rents and revenues and hereby discloses each tenant of the Property to pay such rents to Lender or Lender's agents; provided however, that prior to written notice given by Lender or Borrower of the breach by Borrower of any covenant or agreement of Borrower, Lender shall immediately be entitled to possession of the Property, by agent or by a court-appointed receiver, and all such rents shall be immediately upon delivery of such notice held by Borrower as trustee for the benefit of Lender only; provided however, that the written notice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such rents. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and pay such rents to Lender or Lender's agents as written demand to each tenant, delivered to each tenant personally, by mail or by delivering such demand to a rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

19. Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph 20, and that at the time of execution of this instrument there has been no assignment or prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not further collect or accept payment of any rents of the Property more than two months prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of rents and revenues of the Property as Lender may from time to time request.

18. Upon Borrower's breach of any covenant or agreement of Borrower in this instrument, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property, or the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of the instrument. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this instrument, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

17. All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph 17.

16. If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this instrument pursuant to the plain language of the Note. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Borrower of interest at the highest rate which may be collected from Borrower under applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

15. Any pending upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein.

14. Any pending upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein.

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Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

and the Harris Trust and Savings Bank, as hereby expressly made a part hereof.

27. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.

28. RELEASE. Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.

29. WAIVER OF HOMESTEAD AND REDEMPTION. Borrower hereby waives all right of homestead exemption in the Property. If Borrower is a corporation, Borrower hereby waives all right of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Instrument, except decree or judgment creditors of Borrower.

30. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option so long as this Instrument secures indebtedness held by Lender, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Instrument when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Instrument, not including sums advanced in accordance herewith to protect the security of this Instrument, exceed the original amount of the Note (US \$ 300,000.00) plus the additional sum of US \$ -0-

IN WITNESS WHEREOF, Borrower has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

*HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST NO. 37968

DATED 9/22/77

BY: *[Signature]*

ATTEST: *[Signature]*

Borrower's Address:

3631 N. SHEFFIELD AVENUE

CHICAGO, IL 60613

THIS INSTRUMENT (Mortgage or Trust Deed) is executed by the Harris Trust and Savings Bank not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said principal or interest notes or obligations contained shall be construed as creating any liability on the Harris Trust and Savings Bank personally to pay the said principal notes or obligations or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained; all such liability, if any, being expressly waived by lender, trustee, or mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Harris Trust and Savings Bank is concerned, the legal holder or holders of said principal and interest notes or obligations and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, the the manner herein and in said principal note or obligation, provided.

A-8775 (4-3-68)

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UNOFFICIAL COPY

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS, County ss:

The foregoing instrument was acknowledged before me this (date)

by (person acknowledging) (office) of
..... a corporation, on behalf
..... (name of corporation) (state)
of the corporation.

My Commission Expires: Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS, County ss:

I, a Notary Public in and for said county and state, do hereby certify that
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that he signed and delivered the said instrument as free and
voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of 19.....

My Commission Expires: Notary Public

INDIVIDUAL LIMITED PARTNERSHIP ACKNOWLEDGMENT

STATE OF ILLINOIS, County ss:

The foregoing instrument was acknowledged before me this (date)

by (person acknowledging) general partner on behalf of
..... a limited partnership.
..... (name of partnership)

My Commission Expires: Notary Public

CORPORATE LIMITED PARTNERSHIP ACKNOWLEDGMENT

STATE OF ILLINOIS, County ss:

The foregoing instrument was acknowledged before me this (date)

by (name of officer) (office) of
..... a cor-
..... (name of corporation) (state)
poration, general partner on behalf of a limited partner-
ship.
..... (name of partnership)

My Commission Expires: Notary Public

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, PATRICIA R. Vanderlinden
a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that
HERMAN A. KOLE

KERITH E. PIEKUT
Vice President of the Morris Trust and Savings Bank and

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

“OFFICIAL SEAL”
Patricia R. Vanderlinden
Notary Public, State of Illinois
My Commission Expires 8/11/90

X-3704 (N-12-78)

Given under my hand and Notarial Seal this 1st day of February A. D. 19 90

Patricia R. Vanderlinden
Notary Public

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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MAIL
BOX 150

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 2ND day of JANUARY 19 90, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the under- signed (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

657-659 W. CORNELIA AVENUE, CHICAGO, ILLINOIS 60657
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH 1, 19 90, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the 11TH DISTRICT MONTHLY COST OF FUNDS

_____ . The most recent figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 75/100 percentage points (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%).

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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Exoneration provision respecting any liability of Harris Trust and Savings Bank, attached hereto, is hereby expressly made a part hereof.

UNOFFICIAL COPY

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property of 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant of agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

*HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST NO. 37968 DATED 9/22/77 AND NOT INDIVIDUALLY

BY: [Signature]
Vice President

(Seal)
HARRIS BANK

ATTEST: [Signature]
ASSISTANT MANAGER

(Seal)
HARRIS BANK

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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