

AMERICAN CHARTERED BANK
650 E. Algonquin Road
Schaumburg, IL 60173



92405601

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by:

Mark S. Daniels
American Chartered Bank
650 E. Algonquin Rd.
Schaumburg, IL 60173

RTB-52

RE TITLE SERVICES

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE (herein "Instrument") is made this 24th day of April 1992, between the Mortgagor/Creditor, Daniel P. Miller and Virginia G. Miller (married to each other) whose address is 2800 North Lake Shore Drive, Unit 3113, Chicago, Illinois (herein "Borrower"), and the Mortgagee, AMERICAN CHARTERED BANK, an Illinois state bank, and existing under the laws of the United States, 650 E. Algonquin Rd., Schaumburg, Illinois 60173 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of *Fifty thousand and no/100* Dollars, which indebtedness is evidenced by Borrower's note dated April 24, 1992 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 5, 1997; and

Check if appropriate:

The Note calls for adjustment in the rate of interest every months. The adjustments shall be a factor of the monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 5, 1997.

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 performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated April 24, 1992, if any, as provided in paragraph 15 hereof; (d) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this instrument; and (e) 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 County of Cook, State of Illinois;

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CLERK'S OFFICE - COOK COUNTY RECORDER

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UNIT NUMBER 3113, IN 2800 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

THE SOUTH 60 FEET (EXCEPT THE WEST 400 FEET THEREOF) OF LOT 6 AND LOT 7 (EXCEPT THE WEST 400 FEET THEREOF), IN THE ASSESSORS' DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PREMISES BEING OTHERWISE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 7, 400 FEET EAST OF THE WEST LINE THEREOF (SAID WEST LINE BEING COINCIDENT WITH THE WEST LINE OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 28 AFORESAID) THENCE NORTH PARALLEL WITH THE WEST LINE OF LOTS 6 AND 7 AFORESAID 199.3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 7 TO THE DIVIDING OR BOUNDARY LINE BETWEEN THE LANDS OF LINCOLN PARK COMMISSIONERS AND THE LANDS OF SHORE OWNERS AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY OF ILLINOIS, ENTERED OCTOBER 31, 1906 IN CASE NUMBER 256886 ENTITLED "AUGUSTA LEHMANN AND OTHERS AGAINST LINCOLN PARK COMMISSIONERS" RUNNING THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE TO THE SOUTH LINE OF SAID LOT 7 AND RUNNING THENCE WEST ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING

WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 2800 LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1978 AND KNOWN AS TRUST NUMBER 45204, FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT LR 3C963F8; TOGETHER WITH AN UNDIVIDED 0.0836 PER CENT INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS

P.T.N. #14-28-207-004-1485

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TOGETHER WITH all buildings, improvements, and tenements now or hereafter erected on the property, and all fixtures 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, paneling, rugs, attached floor coverings, furniture, fixtures, antennas, trees and plants, and

N/A

.....; 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 hereunder), that the Property is unencumbered, and that Borrower will warrant and 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.

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THE 1990S: A DECADE OF PROGRESS, [6] 1991-1999

If the insurance proceeds are held by Landlord as security for the cost of restoration and repair of the Property, the Property shall be delivered to the acquiree or its assignee upon cancellation of such option to Landlord or if Landlord may, at Landlord's option, terminate a deposit made by Landlord in accordance with the terms of the lease agreement.

All initiatives and policies and measures taken by a government acceptable to the leader and shall include a standard model.

3. **ELIZABETH INSURANCE**, Boston, shall keep the property insured now existing or hereafter erected on the property insured by certificate of all premiums and losses incurred by fire, hazards included within the hazard coverage, except loss due to other hazards, contributed,

1. APPROVAL/CERTIFICATION OF PAYMENTTS. Lenders will apply for payment of amounts due under Note or other instruments held by Lenders to payee(s) as specified in Note or other instruments held by Lenders to payee(s). All payments received by Lenders to payee(s) will be applied to amounts due under Note or other instruments held by Lenders to payee(s) in the following order: (i) principal of the Note; (ii) interest accrued on the Note; (iii) fees and expenses of Lenders; (iv) amounts due under Note or other instruments held by Lenders to payee(s); and (v) other amounts due under Note or other instruments held by Lenders to payee(s).

If the amount of cash funds needed by Lenders is less than or equal to the sum of the amounts received by Lenders from Lenders in respect of their participation in the term loans, the amount of cash funds needed by Lenders will be reduced to the amount of cash funds needed by Lenders to make up the deficiency within thirty days after notice from Lenders to Borrower requesting payment thereon.

The Funds shall be held in an institution or account of which are liable to be satisfied by a Fund of the same character as the Fund.

11. 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 the Lien instrument.

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It is also important to understand that the primary purpose of the *Leviticus* is to teach us how to live in accordance with God's will, and that the commandments are given to us as a way of life, not as a set of rules to be followed strictly.

11. **CONFIDENTIALITY.** Both parties shall prominently display under or any section of proceedings referring to a key communication of either party
12. **INTEGRITY.** Both parties shall endeavor to keep secret any action or proceeding relating to a key communication of either party
13. **NONDISCLOSURE.** Both parties shall endeavor to keep secret any communication of either party
14. **CONFIDENTIAL INFORMATION.** Both parties shall endeavor to keep secret any information of either party

1. BLOODS AND HEGODAS. Borrowser's *Yellow Book* and *Malvina* is all about it. Borrowser, address his blood below, or such other place as he pleases to naming, complete and accurate books of accounts and records, designed to reflect correctly the results of the operation of the business and capital of all undertaken contributions, lessors and other instrumentalities which reflect the true financial position of the company and its assets and liabilities at any particular time by large. Upon liquidation, however, it will be subject to examination and inspection to determine the amount of Borrowser's personal liability.

17. SPECIFICATIONS The甲方 may make or cause to be made reasonable敷用和 inspection of the Property.

Any amounts due unpaid by Lenders pursuant to this paragraph, or which become due under this paragraph, shall become due immediately upon demand of Borrower.

A **REPORT ON THE POSITION OF WOMEN IN INDIA**,¹ made **before the Indian National Congress**,² in 1927, states that **Proportionately more illiterate females than males** in India are illiterate. The report also states that **more women than men** in India are illiterate.

changes in the zoning classification of the property without土地權利人's prior written consent.

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31. UNIFORM INSTRUMENTS GOVERNING LEADERSHIP, SEPARABILITY, THE FORM OF INFORMATION COMBINED WITHIN A DOCUMENT WHICH IS LIKELY TO BE MISINTERPRETED AND PRETENDED PROPERTY. THIS INSTRUMENT IS TO CERTIFY THAT THE INFORMATION IS COPIED FROM ANOTHER DOCUMENT OR THAT THE INFORMATION IS A FRAUDULENT DOCUMENT.

11. SICCSASSORS AND ASSIGNS BOUNDI, JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The co-owners and managers of Siccsassors and Assigns Boundi, Joint and Several Liability; Agents; Captions, shall be liable for damages caused by their acts or omissions, except as provided below. The

NOTICE Except for any notice required under applicable law or to give in another manner, (a) any notice to Borrower provided for in this Agreement shall be given by mailing such notice by registered mail addressed to the address set forth above or by delivery to Borrower at its principal place of business or to its last known address or to its last known address if it has been given to Borrower or to Lender or to either of them by registered mail, and (b) any notice to Lender shall be given by delivery to Lender at its address set forth above or by delivery to Lender's attorney or agent at its address set forth above or by delivery to Lender's attorney or agent at its last known address or to its last known address if it has been given to Lender or to either of them by registered mail.

11. ACCREDITATION IN CASE OF BORROWER'S INSOLVENCY. If a borrower's total voluntary debt exceeds the Federal Bankruptcy Code, it must file a petition for relief under Chapter 7 or Chapter 13 of the Bankruptcy Code. The court will then determine if the debtor is eligible for discharge. If the debtor is eligible, the court will issue a discharge order, which releases the debtor from all debts listed in the bankruptcy petition. If the debtor is not eligible, the court will issue an order for relief, which may include a stay of proceedings, a cramdown of debts, or a plan for repayment.

13. REHABILITATION COUNSELLING Each remedy provided in this section may be exercised by law or equity, individually, jointly or collectively, to successively, in any order whatsoever.

Upon Lender's request, Borrower shall supply to Lender, by written communication, a detailed analysis of historical credit usage of the Debtor and its Subsidiaries, and to execute, at Lender's request, such credit utilization covenants and to execute, in Lender's discretion, such other documents as Lender may reasonably require, to modify or extend the terms of this Agreement and to effectuate, in Lender's discretion, such other action as Lender may reasonably require.

111. **DEFENSES OF THE PROPERTY.** A11uded in this paragraph is a defense to property damage or personal injury based upon the following:

- 112. **Assault or battery.** An assault or battery is an attempt to inflict harm upon another person. If the attempt is successful, it is called battery. The law protects people from both assault and battery.
- 113. **Malicious mischief.** Malicious mischief is a crime that involves causing damage to another's property without their permission. It can include acts like breaking windows, spraying graffiti, or setting fires.
- 114. **Trespass to land.** Trespass to land is a crime where someone enters another's property without permission. This can include breaking into someone's home or farm.
- 115. **Conversion.** Conversion is a crime where someone takes another's property without permission and treats it as if it were their own. This can include taking someone's car without permission and driving it around.
- 116. **Defamation.** Defamation is a crime where someone says something false about another person that damages their reputation. This can include saying bad things about someone's character or spreading rumors.
- 117. **Intentional infliction of emotional distress.** Intentional infliction of emotional distress is a crime where someone intentionally causes another person to experience extreme emotional distress, such as fear or anxiety, through their words or actions.
- 118. **False imprisonment.** False imprisonment is a crime where someone holds another person against their will in a confinement that causes them to feel trapped or restricted. This can include locking someone in a room or holding them down.
- 119. **Fraud.** Fraud is a crime where someone deceives another person to get them to do something they wouldn't have done otherwise. This can include lying about the quality of a product or service, or tricking someone into giving away their money.
- 120. **Embezzlement.** Embezzlement is a crime where someone steals money or property that belongs to another person, usually by using their position of trust. This can include taking money from a company's bank account or stealing from a customer's wallet.
- 121. **Shoplifting.** Shoplifting is a crime where someone steals items from a store without paying for them. This can include taking a product from a shelf and putting it in a bag without paying for it.
- 122. **Arson.** Arson is a crime where someone intentionally sets a fire to damage property or hurt people. This can include setting a house on fire or starting a forest fire.
- 123. **Aggravated assault.** Aggravated assault is a crime where someone uses a weapon or causes serious bodily harm during an assault. This can include using a gun or knife to attack someone.
- 124. **Sexual assault.** Sexual assault is a crime where someone forces another person to engage in sexual activity without their consent. This can include rape or other forms of non-consensual sex.
- 125. **Murder.** Murder is a crime where someone kills another person intentionally. This is the most serious type of homicide.

11. STOPPER CERTIFICATE. Bottower shall within ten days of a written request from Lender deliver to Lender with a written statement, duly acknowledged, setting forth the terms recited by this instrument and any right of set-off, cancellation or other defense which exists against such claim and the obligation of the Lender.

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(selected p. 20 p. 30)

Any action arising upon and relating and subsisting of or out of a part of the Property by Lender or any affiliate of Lender under applicable law or contract of lease or grant of easement or right of way or otherwise in respect of the Property.

is also found in the property the Borsuwa had to meet the costs of installing a new system of sand mining along the Property and collecting the rents.

All issues and grievances will be referred to the appropriate authority for resolution. Authority to determine the cause of any grievance and to propose corrective measures will be vested in the Board of Directors or its duly authorized committee.

Borrower will use every reasonable effort to keep Borrower's business in good condition and to make every effort to keep Borrower's business successful. Borrower will not do anything which would damage the business or reputation of the business.

12. CONSTITUTION LOAN PROVISIONS. Borrower agrees to comply with the requirements and conditions of the Constitution Loan which is hereby incorporated by reference in and made a part of this instrument. All advances made by Lender pursuant to the Constitution Loan will be payable upon notice to Borrower requesting payment therefor.

Finally, Leaders should have the right to determine the order in which any of all of the People may be subjected to the measured procedure.

11. ADVISER OF STATE TO THE GOVERNOR. The Governor may consult with the adviser of state to the governor on any question of public interest.

is permitted to be collected from the State Board of Education by any organization or individual who may wish to examine the financial statement of the State Board of Education.

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Wadsworth, IL 60083
17280 Yearling Lane
Borrower's Address

X *John J. Kelleher*
John J. Kelleher, M.D.

IN WITNESS WHEREOF, Borrower has executed this instrument in the same to be executed by his representatives.

11. RELEASE. Upon payment of all sums secured by this instrument, Lender shall release this instrument, Borrower shall pay Lender a reasonable sum for collection of this instrument.

12. LIEN. Any other remedies permitted by applicable law or documents, fees, costs of documents evidence and little expense.

13. ACCORDING TO PAY WHEN DUE AND SUM SECURED BY THIS INSTRUMENT, Lender is liable to collect all costs and expenses of collection, including, but not limited to, attorney's fees, costs of documents, evidence and little expense.

14. UNIFORM COMMERCIAL CODE. Borrower and Lender further covenant and agree as follows:

This document is not negotiable, modify, or change it without written consent of Lender.

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COOK COUNTY
CLERK'S OFFICE

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I, a Notary Public in and for said
unity in the State aforesaid, do hereby certify that
ersonally known to me to be the President of the
sonally known to me to be the Secretary of said
whose names are subscribed to the foregoing instrument, appeared before me
this day in person and severally acknowledged that as such President and
Secretary, they signed and delivered the said instrument of writing as President and
Secretary of said
I caused the corporate seal of said to be affixed thereto, pursuant
authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and
untary act and deed of said President and Secretary for the purposes therein set forth,
Given under my hand and notarial seal this day of A.D. 19.....
y 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
..... Donald P. and Michael A. Miller,
sonally 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 signed and delivered the said instrument as their free
and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of A.D. 19.....
commission expires:

Notary Public

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RIDER ATTACHED TO A CERTAIN MORTGAGE, ASSIGNMENT OF RENTS AND
SECURITY AGREEMENT DATED April 24, 1992 BETWEEN
Daniel P. Miller and Virginia C. Miller
(THE "BORROWER") AND AMERICAN CHARTERED BANK, AN ILLINOIS STATE
BANK (THE "LENDER")

32. RESTRICTION ON MORTGAGE, PLEDGE OR ASSIGNMENT. The Borrower shall not pledge, assign, transfer, hypothecate or in any way encumber the Property, or attempt to enter into such pledge, assignment, transfer, hypothecation or encumbrance of the Property, or attempt to do so, by the Borrower, shall be an event of default under the terms of this Instrument, and the Lender shall have the right to pursue all remedies in the event of such default as set forth herein.

33. WAIVER OF RIGHTS OF REDEMPTION. In the event of the commencement of a judicial proceeding to foreclose this Mortgage, the Borrower, on behalf of itself, its successors and assigns, and each and every person it may legally bind acquiring any interest in or title to the Property subsequent to the date of this Mortgage: (a) does hereby expressly waive any and all rights of appraisement, valuation, stay, extension and (to the extent permitted by law) redemption from sale under any order or decree of foreclosure of this Mortgage; and (b) does hereby agree that when sold, or his successor in office, shall be and is hereby authorized immediately to execute and deliver to any purchaser at any sale a deed conveying the Property, showing the amount paid therefore, or if purchased by the person in whose favor the order of decree is entered, the amount of his bid therefore.

34. COSTS OF COLLECTION. If the Borrower fails to perform the covenants and agreements contained in this instrument, the Borrower agrees to pay to the Lender all costs incurred by the Lender in enforcing its rights hereunder, which costs shall include, without limitation, the following: all costs and expenses of taking possession of the property and of holding, using, leasing, maintaining, repairing, improving and selling the same, including, without limitation, the costs charges and expenses and reasonable attorney's fees incurred during the course of any Mortgage foreclosure proceeding; any and all Lender for appraiser's fees, documentary and expert evidence, stenographer's charges, publication costs, fees and expenses for examination of title, title searches, guarantee policies, torrens certificates, and similar assurances with respect to the title to

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the property; all prepayment or like premiums, if any, provided for under the terms of this instrument; and all other fees and costs and expenses which the Lender deems necessary to prosecute any remedy which it has under this Instrument, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title to or of the value of the Property.

Daniel P. Miller
Daniel P. Miller

Virginia G. Miller
Virginia G. Miller

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 24th day of April 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AMERICAN CHARTERED BANK, SCHAUMBURG, ILLINOIS, an Illinois banking corporation (the "Bank") of the same date and covering the property described in the Security Instrument and located at 2800 Lake Shore Drive, Unit 3113, Chicago, Illinois.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

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

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The initial interest rate is based upon the April 24th, 1992 prime rate, plus one and 1/2 percent, for outstanding principal amounts but shall never exceed 25%. In the event that any monthly payment is not received by the end of ten (10) calendar days after the date it is due, or after maturity, whether by acceleration or otherwise, the amount of the charge will be five percent (5%) of the overdue payment of interest. The Note provides for changes in the initial interest rate and the monthly payment, as follows:

(A) CHANGE DATES, THE INDEX, AND CALCULATION OF CHANGES

We agree that the initial interest rate shall be increased or decreased immediately upon any change to the rate or interest announced or published publicly from time to time by AMERICAN CHARTERED BANK as its prime or equivalent rate of interest (the "Prime Rate") on Change Date, and shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

(B) EFFECTIVE DATE OF CHANGES

Our new interest rate will become effective on each Change Date. We will pay the amount of our new monthly payment on the first monthly payment date after the Change Date until the amount of our monthly payment changes again.

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(C) NOTICE OF CHANGES

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

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

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

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 Bank's prior written consent, Bank 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 Bank if exercise is prohibited by federal law as of the date of this Security Instrument. Bank also shall not exercise this option if: (a) Borrower causes to be submitted to Bank information required by Bank to evaluate the intended transferee as if a new loan was being made to the transferee; and (b) Bank reasonably determines that Bank's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Bank.

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

If Bank exercises the option to require immediate payment in full, Bank shall give Borrower notice of acceleration. This 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, Bank may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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THIS LOAN IS PAYABLE IN FULL ON 5/5/97. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.

By: Daniel P. Miller
Daniel P. Miller

By: Virginia G. Miller
Virginia G. Miller

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