

PREPARED BY:
WILLIE K. HO
CHICAGO, IL 60616-1997

UNOFFICIAL COPY

92-93339

RECORD AND RETURN TO:

NEW ASIA BANK, ITS SUCCESSORS AND/OR ASSIGNS
222 CERMAK ROAD-ATTENTION BOX #1
CHICAGO, ILLINOIS 60616-1997

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MORTGAGE

64428

Handwritten signature/initials

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 5, 1992. The mortgagor is
LA SALLE NATIONAL TRUST N.A.
AS TRUSTEE UNDER ~~and not individually~~
TRUST AGREEMENT DATED NOVEMBER 25, 1991 AND KNOWN AS TRUST NUMBER 116476

("Borrower"). This Security Instrument is given to
NEW ASIA BANK, ITS SUCCESSORS AND/OR ASSIGNS

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 222 CERMAK ROAD-ATTENTION BOX #1
CHICAGO, ILLINOIS 60616-1997 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED NINETY THOUSAND
AND 00/100 Dollars (U.S. \$ 190,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2007.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 1 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under the
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in COOK County, Illinois:

LOT 35 AND THE EAST 17 FEET OF LOT 34 IN BLOCK 7 IN ALBERT GRANE'S
SUBDIVISION OF BLOCKS 7 AND 9 AND LOTS 35 AND 36 OF BLOCK 10 OF
UNITED STATES BANK ADDITION TO CHICAGO, IN THE SOUTH EAST 1/4 OF
SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

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17-28-424-021

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which has the address of 352 WEST 30TH STREET, CHICAGO
Illinois 60616 ("Property Address");
Zip Code

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FORM -SR(ILL) 91011

VMP-MORTGAGE FORMS 1991.281.8101 (0001) 1/2/91

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each amount is applied to the Funds is permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

DPB 1090

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payments may no longer be required at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

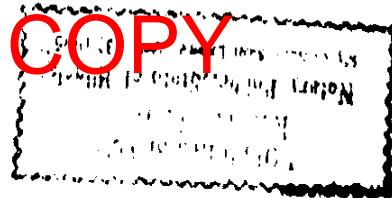
12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and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

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

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

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.



Notary Public

My Commission

Given under my hand and official seal this 13th day of February 1997... personally known to me to be the same persons... signed and delivered the said instrument as their free and voluntary act...

County ss:

COOK

STATE OF ILLINOIS

LA SALLE NATIONAL TRUST N.A. and its subsidiaries... TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 25, 1991 AND KNOWN AS TRUST NUMBER 116476...

Borrower

Borrower

Borrower

Witness

Witness

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

- Adjustable Rate Rider, Graduated Payment Rider, Balloon Rider, V.A. Rider, Condominium Rider, Planned Unit Development Rider, Home Improvement Rider, Others (specify), 1-4 Family Rider, Biweekly Payment Rider, Second Home Rider

(Check applicable boxes)

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

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

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED February 5, 1992 UNDER TRUST NO. 116476

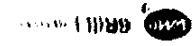
This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 116476 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute this Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note 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 hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

THE RIDER ATTACHED HEREBY AND MADE A PART HEREOF

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Form 3014 9/90

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property without charge to Borrower. Borrower shall pay any resordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Acceleration; Remedies. Lender shall give notice to acceleration under paragraph 17 unless of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

NON-ENFORCEMENT COVENANTS. Borrower and Lender further covenant and agree as follows:

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property, and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) (specify) | |

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

Witness _____ (Seal) Borrower

Witness _____ (Seal) Borrower

_____ (Seal) Borrower

LA SALLE NATIONAL TRUST N.A. (Seal) Borrower
and not individually

TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 25, 1991 AND KNOWN AS TRUST NUMBER 116476

Attest: Nancy A. Stack
Assistant Secretary

By: _____ Assistant Vice President

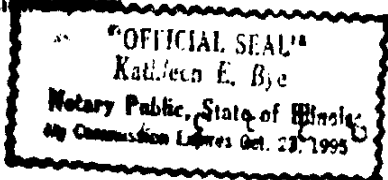
STATE OF ILLINOIS, COOK County ss:

I, _____, a Notary Public in and for said county and state do hereby certify that Rosemary Collins, Assistant Vice President of LaSalle National Trust, N.A. and Nancy A. Stack, Assistant Secretary

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 they 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 5th day of February, 1992.

My Commission Expires _____



Notary Public

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 5TH day of FEBRUARY, 1992, 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 undersigned (the "Borrower") to secure Borrower's Note to NEW ASIA BANK, ITS SUCCESSORS AND/OR ASSIGNS (the "Lender") of the same date and covering the Property described in the Security Instrument and located at

352 WEST 30TH STREET, CHICAGO, ILLINOIS 60616

(City, State, Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, 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, 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, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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Attest: Assistant Secretary
(Seal) -Borrower

By: Assistant Vice President
(Seal) -Borrower

NUMBER 116476
AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 25, 1991 AND KNOWN AS TRUSTEE

LA SALLE NATIONAL TRUST, N.A.
(Seal) -Borrower

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder of said Note and by all persons claiming by, through or under said mortgage or the holder or owners of said Note and by every personal now or hereafter claiming any right or security thereunder. It is understood and agreed that LA SALLE NATIONAL TRUST, N.A., individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

DATED 2/5/92 (UNDER TRUST NO.) 116476

RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

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UNOFFICIAL COPY

ADJUSTABLE RATE LOAN RIDER 64428

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made on 5TH day of FEBRUARY 1992 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to the Lender.

NEW ASIA BANK, ITS SUCCESSORS AND/OR ASSIGNS,
AN ILLINOIS CORPORATION

(the "Lender") of the same date, the "Note" and is a part of the property interest in the Security Instrument and located at:

352 WEST 30TH STREET, CHICAGO, ILLINOIS 60616

Property Address

Modifications. 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 has an "Initial Interest Rate" of 9.000%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on MARCH 1 1997 and on that day of the month every 12 months thereafter.

I. INTEREST RATE CHANGES

(I) The Index

Any changes in the interest rate will be based on the most recent index rate for which will be called the "Index". The most recent index figure available of the date 45 days before each Change Date is called the "Current Index". The index is the *[Check one box to indicate Index]*

(1) *Weekly average yield of United States Treasury securities adjusted to a constant maturity of _____ year (S)

(2) *National Average Median Cost of Funds Monthly

(3) PRIME RATE OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (S)

If the Index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

(B) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding NINE TENTHS percentage points (0.900%) 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%) or its close equivalent, limited as set forth in Section I(C) below. The rounded amount will be my new interest rate until the next Change Date.

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 original rate of interest, assuming that I am making equal payments. The result of this calculation will be the new amount of my monthly payment.

(C) Limits on Interest Rate Changes

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED 2/5/92 UNDER TRUST NO. 115475

This instrument is executed by LA SALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL TRUST, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

FORM XX 0421

except to cover any deficiency in the amount of the loan to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by the Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may, and Borrower irrevocably authorizes Lender to, promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly execute an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 1 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in the removal of the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, at the option of Lender, within the option of acceleration provided in paragraph 1.

By signing this, Borrower agrees to all of the above.

By: Nancy A. Stack (Seal)
Assistant Vice President/Borrower

Attest: Nancy A. Stack (Seal)
Assistant Secretary/Borrower

By: _____ (Seal)
and not individually (Seal)
LA SALLE NATIONAL TRUST, N.A. Borrower
AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 25, 1991 AND KNOWN AS TRUST
NUMBER 116476 (Seal)
Borrower

*If more than one box is checked, the borrower is hereby notified that the lender will use the option of acceleration provided in paragraph 1.

ADJUSTABLE RATE LOAN RIDER

DPS 28 (11/86)

LA SALLE NATIONAL TRUST N.A. Borrower
AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 25, 1991 AND KNOWN AS TRUST
NUMBER 116476
(Seal)
Borrower

Attest: *Mary A. Kucic*
Assistant Secretary
(Seal)
Borrower

By signing this instrument, Borrower agrees to all of the above provided in paragraph 1.

In the event of any change in the amount of any one or more of the payments provided for in this instrument, the amount of any one or more of the payments provided for in this instrument shall be adjusted so that the total amount of all payments made by Borrower shall equal the amount of the principal and interest provided for in this instrument.

D. TRANSFER OF THE PROPERTY

If Lender determines that all or any part of the instrument secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may, at its option, require that the Borrower provide a satisfactory explanation of the lien and the steps being taken to resolve the lien. If the Borrower fails to provide a satisfactory explanation of the lien and the steps being taken to resolve the lien, Lender may, at its option, require that the Borrower provide a satisfactory explanation of the lien and the steps being taken to resolve the lien.

C. PRIOR LIENS

Lender may, at its option, require that the Borrower provide a satisfactory explanation of the lien and the steps being taken to resolve the lien. If the Borrower fails to provide a satisfactory explanation of the lien and the steps being taken to resolve the lien, Lender may, at its option, require that the Borrower provide a satisfactory explanation of the lien and the steps being taken to resolve the lien.

B. LOAN CHARGES

The Borrower shall pay to Lender the following charges: (a) Interest on the unpaid principal amount of the loan at the rate of 9.000% per annum, compounded monthly, from the date of the loan to the date of payment.

(a) Notice of Changes

The Note Holder will deliver or mail to the Borrower a notice of any change in the amount of any monthly payment before the effective date of any change. The notice will contain information regarding the amount of the monthly payment and the date of the next payment.

(b) Effective Date of Changes

Changes in the amount of any monthly payment shall be effective on the first day of the month following the date of the notice. If the amount of any monthly payment is increased, the amount of any monthly payment shall be increased by the amount of the increase. If the amount of any monthly payment is decreased, the amount of any monthly payment shall be decreased by the amount of the decrease.

E. INTEREST RATE CHANGES

The Note has an "Interest Rate" of 9.000%. The Note interest rate may be increased or decreased on the first day of the month beginning on MARCH 1, 1997 and on that day of the month every 12 months thereafter.

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.
THE RATE SHALL BE 9.75% FROM FEBRUARY 1992 AND THEREAFTER AND SHALL BE DETERMINED TO AMPLIFY AND SUPPLEMENT THE MORE DETAILED TERMS SET FORTH IN SECTION 1(b) OF THE SAME. DATE GIVEN BY THE UNDERSIGNED OF THE BORROWER'S RECEIPT OF THE "NEW" INSTRUMENT AND LOCATED AT AN ILLINOIS BANK, ITS SUCCESSORS AND/OR ASSIGNS,
352 WEST 30TH STREET, CHICAGO, ILLINOIS 60616
Modifications: In addition to the amendments and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: