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93533796

WHICH REGISTERED MAIL TO:

SELFLESSNESS INVESTMENT  
FEDERAL CREDIT UNION  
2351 W. CHICAGO AVE.  
CHICAGO, IL 60622

DEPT. OF REVENUE  
FEDERAL TAXES  
COOK COUNTY, ILLINOIS

93533796

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by:

Grant J. Popel, Attorney At Law

2300 W. Chicago Ave., Chicago, IL 60622

**MULTIFAMILY MORTGAGE,  
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT  
(Security-for-Construction-Loan-Agreement)**

THIS MORTGAGE (herein "Instrument") is made this 22nd day of June 1993, between the Mortgagor/CGrantor, Walter Matkowsky and Jeogard Matkowsky, his wife,

whose address is 2058 North 19th Avenue, Melrose Park, Illinois 60160 (herein "Borrower"), and the Mortgatee, All Seasons Ukrainian Federal Credit Union

of the United States of America, a Corporation organized and existing under the laws of Illinois, whose address is 2351 West Chicago Avenue, Chicago, Illinois 60622 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Nine Thousand and 00/100 (\$49,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 22, 1993 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 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 performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated 1993, if any, as provided in paragraph 25 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 household estate pursuant to a lease therein] and [hereunder] between

and

recorded in

[REDACTED] in and in the following described property located in Cook County, State of Illinois:

\* Defer bracketed material if not completed

The South 40 Feet of Lot 105 in the North Home Acres, a Subdivision of the East 56 Acres of the East 1/2 of the South West 1/4 of Section 34, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No.: 12-34-301-023

Property Address: 2058 North 19th Avenue, Melrose Park, Illinois 60160

In the event of sale, transfer or assignment of all or any part of the mortgagor's interest in the real estate herein described, the entire balance then due on the note secured by this mortgage, shall immediately become due and payable.

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Notary Public

My Commission Expires:

11/18

of .....  
or .....  
by .....  
(date) .....  
The foregoing instrument was acknowledged before me this .....  
(date) .....  
County of .....  
STATE OF ILLINOIS.

## CORPORATE LIMITED PARTNERSHIP ACKNOWLEDGMENT

Notary Public

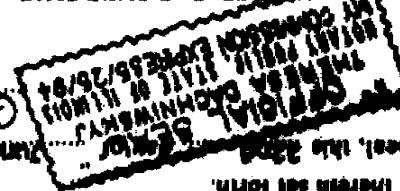
My Commission Expires:

11/18

General partner on behalf of .....  
(person acknowledged)  
The foregoing instrument was acknowledged before me this .....  
(date) .....  
County of .....  
STATE OF ILLINOIS.

## INDIVIDUAL LIMITED PARTNERSHIP ACKNOWLEDGMENT

Notary Public  
1983



Given under my hand and affidavit made, this 25th day of May, 1983,  
before me this day in person, and acknowledged that "John" (whoever his name(s) may be).....  
personally known to me to be the same person(s) who signed and delivered the said instrument as "John" (whoever his name(s) may be),.....  
hereby certifies that he is a Notary Public in and for said county and state, do hereby certify that

## INDIVIDUAL ACKNOWLEDGMENT

Notary Public

My Commission Expires:

11/18

of .....  
or .....  
by .....  
(date) .....  
The foregoing instrument was acknowledged before me this .....  
(date) .....  
County of .....  
STATE OF ILLINOIS.

## CORPORATE ACKNOWLEDGMENT

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

27. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenant to pay when due any sum 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 corporator, Borrower hereby waives all right of redemption on behalf of Borrower and on behalf of all other persons requiring 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, nor including sums advanced in accordance herewith to protect the security of this instrument, exceed the original amount of the Note (US \$..... 49,000.00.....) plus the additional sum of US \$..... **NONE**.....

In Witness Whereof, Borrower has executed this instrument or has caused the same to be executed by its representatives thereto duly authorized.

*Walter M. Mackovsky*  
WALTER MACKOVSKY

*Josephine M. Mackovsky*  
Josephine Mackovsky

Borrower's Address:

2058 N. 19th Avenue  
Melrose Park, Illinois 60160

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conveyance in any title insurance policy insurance issued in the property. Proprietary assigns all claims and demands, unless in any agreement and restrictions listed in a schedule the title to the transferunder), that the property is unencumbered, and that successor will warrant and defend generally the title to the and retain without modification except as noted above and without defauld in the part of either lessor or lessee grant, convey, hold, keep, and occupy the property (and, if this instrument is on a leasehold, that the ground lessor is in full force and effect without notice to lawfully hold of the estate hereby conveyed and has the right to mortgage, no as in the "Proprietary".

Agreement, dated January 1st, 1978, is a part of the real property covered by this instrument and all of the foregoing, shall be deemed to be attached, including releases and additioons thereto:

Buildings, structures, trees and plants, and fixtures, curtains and curtains rods, mirrors, celing, rug, attached floor coverings, furniture, carpets, stairs, steps, galleries, doorsteps, doorsteps, windows, storm doors, blinds, ranges, stoves, cookers, ceiling, doorsteps, windows, bath tubs, water heaters, waller closets, distinguishing apparatus, security and access control apparatus, plumbing, heated machinery and equipment, fire prevention and electrical, gas, water, air and light; and all piping or pumping or distribution heating, cooling, with the property, including, but not limited to, those for the purpose of supporting or connecting to be used in connection goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection property, and all fixtures, machinery, equipment, engines, boilers, incinerators, buildings materials, appliances and machinery, mineral, oil and gas rights and pros, water, right, and water stock appurtenant to the same, royalties, mineral, oil and gas rights and pros, water, right, and water stock appurtenant to the same, royalties or interests in any interest in the property, and all covenants, leases, impositions, and all transfers with all buildings, improvements, and instruments now or heretofore erected on the property, and all

Property of Cook County Clerk's Office

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## Uniform Covenants, Borrower and Lender covenant and agree as follows:

**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 charge 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 taxes and assessments which may be levied on the Property, (b) the yearly ground rents, if any, (c) the yearly premium installments 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 fixed rents, 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 taxes, charges, premiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests (hereinafter "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, rents, 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, analysing said account or for verifying and compiling said assessments and bills, unless Lender pays Borrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires interest, earnings or profits to be paid, Lender shall not 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 purpose 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, rents and Other Impositions, as they fall due, such excess shall be credited to Borrower on the next monthly installment or installments 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, rents 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, to: (a) Funds held by Lender at the time of application (i) to pay rates, rents, 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 1 hereof; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to paragraph 8 hereof; (v) principal of advances made pursuant to paragraph 8 hereof; (vi) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vii) principal of any Future Advance, provided that if more than one Future 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; and (viii) any other sums secured by this instrument. In such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable 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; LIENS.** Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the Property at Lender's option in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph 4, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payment. Borrower shall promptly discharge any lien which has, or may have, priority over or equity 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 Property. 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 erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender (and, if this instrument is on a leasehold, the ground lease) 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 provided under paragraph 2 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 renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage 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 deliver to Lender a 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 if, by virtue of the ground lease, the originals thereof may not be supplied by Borrower to Lender.

In the event of loss, 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 and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom 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 cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage 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 date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts 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 repair or replace promptly and in a good and workmanlike manner all

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It is the role of the controller to make sure that each of the components of the management system performs its function effectively.

the last two years has been to increase the number of new subscribers by 25 per cent., and to increase the number of old subscribers by 10 per cent.

Leaders may be assigned to their departments, or they may be assigned to other units. Leaders of the rear guard shall be assigned to command a column or a squad, or a platoon, or a company, or a regiment, or a division, or a corps, or a front-line army.

any time of day. Proprietary names have been chosen to fit the needs of each market. Distributors' customers can take advantage of a wide range of products.

**THE CONSTRUCTION LOAN PROVISION** Borrowers agree to comply with the covenants and conditions of the Construction Loan until paid in full. Construction loans will be disbursed in increments, and such advances may be obtained in increments of \$1,000, unless otherwise provided by the Lender. Advances made by the Lender pursuant to the Construction Loan will be disbursed by the Lender in accordance with the terms and conditions of the Construction Loan.

**DE VALUATION OF ADVANTAGELESSNESS.** However, the substance of any other security interests in the Property held by Lessee under any other

**22. WAYS OF STATUTORY LIMITATIONS** Statutory bodies which do not or cannot give notice of limitation of 6 years to the

meanwhile, in the event that any opportunity to do so presents itself, the members of the Board will be called upon to make up the deficiency and the Board will be compelled to do so if necessary; provided, however, that any deficiency so made up by the Board or by the members of the Board shall be paid into the Fund as a contribution to the Fund.

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**14. INDEMNIFICATION.** Borrower shall indemnify the Lender from and against all claims made by or against the Lender with a written statement, duly acknowledged, setting forth the claim asserted by the Lender and any right of set-off, counterclaim or other defense which such claim against such claim 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 thereto, 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, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably 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 covenants 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 invoke 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 16, 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 will be 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 attests to Lender, such attestation to be effective upon Lender's acquisition of title to the Property; that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; that the attornment of the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's option, accept or reject such attornments. Borrower shall not, without Lender's written consent, at any time, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property provided 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 to any lien subordinate to this instrument. If Borrower becomes aware that any 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 shall 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, no later than ten days after such accrual, reimburse the tenant who shall have acquired such rights to set-off or take such other steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

Upon Lender's request, Borrower shall assign to Lender, by written instrument satisfactory to Lender, all leases now existing or hereafter made of all or any part of the Property and all security deposits made by tenants in connection with such leases of the Property. Upon assignment by Borrower to Lender of any leases of the Property, Lender shall have all of the rights and powers possessed by Borrower prior to such assignment and Lender shall have the right to modify, extend or terminate such existing leases and to execute new leases, in Lender's sole discretion.

**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 similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency law, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution 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 8 hereof.

**19. TRANSFER OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION.** On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Borrower (if Borrower is not 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 49% 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 8 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 Borrower's 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. SUCCESSIONS 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 residential use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering 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 or the Note conflicts with applicable law, such conflict shall not affect other provisions of this instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this

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protection of their personal information by the Proprietary. Notwithstanding the above, the Proprietary may collect and store personal information about you and your family members, including your name, address, telephone number, email address, gender, date of birth, place of birth, marital status, employment information, education level, hobbies, interests, and other information that you provide to us or that we collect through our services. We may also collect and store information about your family members, including their names, addresses, telephone numbers, email addresses, and other information that you provide to us or that we collect through our services.

**12. NONDISCLOSURE AND LIABILITY FOR A WAIVER.** Any information provided by Leader to Proprietary in executing any right of remedy hereunder, or otherwise in connection with the administration of this Agreement, shall not be liable to Proprietary for damages resulting from the disclosure of such information to Proprietary, provided that (i) such information is not confidential or proprietary information of Proprietary; (ii) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary; (iii) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary under applicable law; (iv) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary under the terms of this Agreement; (v) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary under any other agreement between Proprietary and Leader; (vi) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary under any other agreement between Proprietary and any third party; and (vii) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary under any other agreement between Proprietary and any third party.

**13. NONDISCLOSURE AND LIABILITY FOR A WAIVER.** Any information provided by Leader to Proprietary in executing any right of remedy hereunder, or otherwise in connection with the administration of this Agreement, shall not be liable to Proprietary for damages resulting from the disclosure of such information to Proprietary, provided that (i) such information is not confidential or proprietary information of Proprietary; (ii) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary; (iii) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary under applicable law; (iv) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary under the terms of this Agreement; (v) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary under any other agreement between Proprietary and Leader; (vi) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary under any other agreement between Proprietary and any third party; and (vii) such information is not otherwise subject to a duty of confidentiality or non-disclosure to Proprietary under any other agreement between Proprietary and any third party.

**14. CONFIDENTIALITY.** Proprietary hereby agrees to use reasonable efforts to keep all information disclosed by Leader confidential, except to the extent that such information is (i) already known to Proprietary, (ii) subsequently becomes publicly known through no fault of Proprietary, (iii) required to be disclosed by law, (iv) required to be disclosed by Proprietary to its employees, contractors, agents, or service providers in the course of doing business, or (v) required to be disclosed by Proprietary to its auditors, accountants, or legal counsel in the course of a audit, investigation, or legal proceeding.

**15. RECORDKEEPING.** Proprietary shall keep and maintain records of all communications with Leader, including, without limitation, the date, time, nature, and content of all communications, and the names and addresses of all persons involved in such communications. Proprietary shall also keep and maintain records of all correspondence with Leader, including, without limitation, the date, time, nature, and content of all correspondence, and the names and addresses of all persons involved in such correspondence. Proprietary shall also keep and maintain records of all correspondence with Proprietary, including, without limitation, the date, time, nature, and content of all correspondence, and the names and addresses of all persons involved in such correspondence.

**16. PROTECTION OF INFORMATION.** Proprietary shall keep and maintain records of all communications with Leader, including, without limitation, the date, time, nature, and content of all communications, and the names and addresses of all persons involved in such communications.

**17. USE OF PROPRIETARY.** Upon a request by Proprietary to use the Proprietary's services, Proprietary shall not allow changes in the Proprietary's services to be made unless such changes are made upon the written consent of the Proprietary.

**18. PROTECTION OF LEADER'S INFORMATION.** If Proprietary makes changes to the Proprietary's services, Proprietary shall not allow changes to be made unless such changes are made upon the written consent of the Proprietary.

**19. USE OF PROPRIETARY.** Upon a request by Proprietary to use the Proprietary's services, Proprietary shall not allow changes to be made unless such changes are made upon the written consent of the Proprietary.

**20. DISPUTE RESOLUTION.** Any dispute arising out of or relating to this Agreement, including any claim for breach of contract, tort, or otherwise, shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, and the arbitration award shall be final and binding on both parties.

**21. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. The parties agree that any disputes arising out of or relating to this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, and the arbitration award shall be final and binding on both parties.

**22. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties hereto and supersedes all prior agreements, understandings, and negotiations between them, and no provision of this Agreement may be modified except by a writing signed by both parties hereto. No provision of this Agreement may be waived except by a writing signed by both parties hereto.