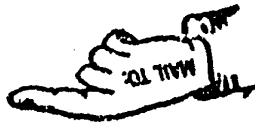


RECORD & RETURN TO:



COMERICA BANK
8700 N. WAUKEGAN RD.
MORTON GROVE, IL 60053
ATTN: KRIS KAITSON 93558026

THIS IS A THIRD MORTGAGE FOR BUSINESS AND COMMERCIAL PURPOSES
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 28, 1993. The mortgagor is LaSalle National Trust N.A., Successor to LaSalle National Bank, as Trustee u/t/a. dtd 7/15/89 Trust #114374 ("Borrower"). This Security Instrument is given to Comerica Bank-Illinois, which is organized and existing under the laws of the State of Illinois and whose address is 8700 N. Waukegan Road, Morton Grove, IL 60053 ("Lender"). Borrower owes Lender a principal sum of Fifty One Thousand Nine Hundred Thirty Three and 19/100's Dollars (U.S. \$ 51,933.19). 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 May 15, 1994. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this 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:

*Promissory P & I Note Attached hereto marked as Exhibit "A" and made a part hereof

LOT 47 IN BLOCK 6 IN FULLERTON'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF CHICAGO AND NORTHWEST RAILROAD AND OF THAT PART LYING WEST OF SAID RAILROAD AND EAST OF CLYBOURN AVENUE ACCORDING TO PLAT RECORDED IN BOOK 15 OF PLATS, PAGE 10; IN COOK COUNTY, ILLINOIS.

THIS LOAN IS FOR BUSINESS PURPOSES ONLY
PIN 14-30-409-050

** From time to time hereinafter referred to as "Mortgagor"
*** From time to time hereinafter referred to as "Mortgagee"

DEPT-01 RECORDING 133.50
130000 TRAN 2676 07/19/93 14:58:00
33403 4-93-558026
COOK COUNTY RECORDER

which has the address of 2449 N. Clybourn Ave. Chicago
Illinois 60614 ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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

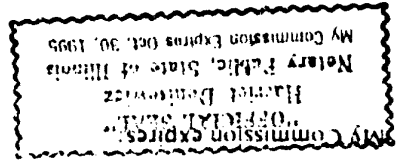
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

REITS R7-755

93558026

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UNOFFICIAL COPY



Harold D. Stack
Notary Public

Given under my hand and official seal, this 25th day of June, 1993

set forth:

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s) are

do hereby certify that Corinne Bek, Vice President and Nancy A. Stack, Assistant Secretary of LaSalle National Trust, N.A.

I, the undersigned, a Notary Public in and for said county and state,

STATE OF ILLINOIS, Cook County ss.

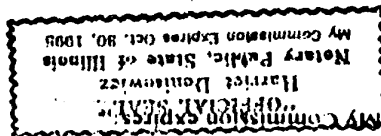
Attest: *Nancy A. Stack*
Assistant Secretary
Trust #114374 as trustee and not personally
By: *Corinne Bek*
Vice President
(Seal) - Borrower
- Horrower

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. 114374 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 the 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 mortgagee 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 mortgagee or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owners 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 grantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED April 28, 1993 UNDER TRUST NO. 114374

SEE RIDER ATTACHED HERE TO AND MADE A PART THEREOF

93558026



Harriet Domoniewicz
Notary Public

Given under my hand and official seal, this 25th day of June, 1993

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s) are

do hereby certify that Corlaine Bok, Vice President and Nancy A. Stack, Assistant Secretary of LaSalle National Trust, N.A.

I, the undersigned,

STATE OF ILLINOIS, Cook

County ss:

Attorney: *Nancy A. Stack*
LaSalle National Trust, N.A.
by: *Nancy A. Stack*
Vice President
(Seal) Borrower

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

- 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument but not prior to acceleration under paragraphs 13 and 17 unless 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 sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 20. Let go in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to the extent of the sums secured by 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)).
- Adjustable Rate Rider
- Condominium Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify) Rider to Mortgage Exhibit "A" Paragraphs P & I Note

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

23. 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)).

24. Family Rider 2-4 Family Rider

25. Rider to Mortgage Exhibit "A" Paragraphs P & I Note

26. Rider to Mortgage Exhibit "A" Paragraphs P & I Note

27. Rider to Mortgage Exhibit "A" Paragraphs P & I Note

28. Rider to Mortgage Exhibit "A" Paragraphs P & I Note

29. Rider to Mortgage Exhibit "A" Paragraphs P & I Note

30. Rider to Mortgage Exhibit "A" Paragraphs P & I Note

31. Rider to Mortgage Exhibit "A" Paragraphs P & I Note

32. Rider to Mortgage Exhibit "A" Paragraphs P & I Note

33. Rider to Mortgage Exhibit "A" Paragraphs P & I Note

PROPERTY OF COOK COUNTY

4339-2073

4339

UNOFFICIAL COPY

RECORD & RETURN TO:



COMERICA BANK

8700 N. WAUKEGAN RD.
MORTON GROVE, IL 60053

ATTN: KRIS KAITSON 93558026

[Space Above This Line For Recording Data]
THIS IS A THIRD MORTGAGE FOR BUSINESS AND COMMERCIAL PURPOSES

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 28, 1993. The mortgagor is LaSalle National Trust, N.A., Successor to LaSalle National Bank, as Trustee u/t/a. dtd 5/15/89 Trust #114374** Borrower. This Security Instrument is given to Comerica Bank-Illinois, which is organized and existing under the laws of the State of Illinois, and whose address is 8700 N. Waukegan Road, Morton Grove, IL 60053 ("Lender"). Borrower owes Lender the principal sum of Fifty One Thousand Nine Hundred Thirty Three and 19/100's Dollars (U.S. \$51,933.19). 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 May 15, 1994. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this 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:

*Promissory P & I Note Attached hereto marked as Exhibit "A" and made a part hereof

LOT 47 IN BLOCK 6 IN FULLERTON'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF CHICAGO AND NORTHWEST RAILROAD AND OF THAT PART LYING WEST OF SAID RAILROAD AND EAST OF CLYBOURN AVENUE ACCORDING TO PLAT RECORDED IN BOOK 15 OF PLATS, PAGE 10, IN COOK COUNTY, ILLINOIS.

THIS LOAN IS FOR BUSINESS PURPOSES ONLY
PIN 14-30-409-050

** From time to time hereinafter referred to as "Mortgagor"
*** From time to time hereinafter referred to as "Mortgagee"

DEPT-Q1 RECORDING \$35.50
1:0000 TRAM 2626 07/19/93 14:58:00
43403 *--93-558026
COOK COUNTY RECORDER

which has the address of 2449 N. Clybourn Ave. Chicago
Illinois 60614 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT
BFC FORM SERVICE INC. ADDITION 11/80/91

Form 3014 12/83

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED April 28, 1993 UNDER TRUST NO. 114374

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. 114374 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 the 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 resulting hereunder, or to perform any covenant, either express or implied,

REITS R7-755

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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, 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.

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.

10. 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.

11. 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.

12. 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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.

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 Reinstatement. 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 had no acceleration 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 paragraphs 13 or 17.

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FORM 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 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") equal to one-twelfth of (a) yearly taxes and assessments which may attach to the Property, (b) yearly hazard insurance premiums, and (c) yearly leasehold payments or ground rents on the Property, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution 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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 paragraph 1 and 2 shall be applied first to late charges due under the Note, second, to prepayment charges due under the Note, third, to amounts payable under paragraph 2, fourth, to interest due, and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property, together with 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 forfeiture of any part of the Property; 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 attach to the Property, 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.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall give to Lender all receipts of paid premiums and general notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

(Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.)

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 the payments. If from damage to the Property prior to the acquisition of the Property by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property immediately prior to the acquisition of the Property shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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RIDER TO MORTGAGE

Borrower has previously executed and delivered to LaSalle Bank Lake View a Mortgage dated May 18, 1989 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 30, 1989 as Document No. 89244294 ("Mortgage 1") which secures a Note for Two Hundred Seventy Five Thousand and 00/100 (\$275,000.00) ("Note 1").

In addition, Borrower has previously executed and delivered to Comerica Bank-Illinois successor in interest by merger to Affiliated Bank, formerly known as Affiliated Bank/Western National a Trust Deed dated October 5, 1990 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 9, 1990 as Document No. 90491506 ("Mortgage 2") which secures a Note for Six Hundred Thirty Eight Thousand and no/100's (\$638,000.00) ("Note 2").

Anything in this Mortgage to the contrary notwithstanding, this Mortgage shall be, subject and subordinate to the terms, covenants and conditions contained in the Mortgage 1 and 2 and Note 1 and 2.

In the event any money paid out or advanced by the Lender shall be used directly or indirectly to pay off Mortgage 1 or 2 or any other prior lien, Lender shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

Borrower shall furnish forth with to Lender a copy of each notice claiming a default of any party under the Note 1 or Note 2 or Mortgage 1 or Mortgage 2 at any time given by or received by Mortgagor or any beneficiary of Mortgagor.

The obligation of Mortgagor under this Mortgage 3 shall be deemed performed to the extent that sufficient tax and insurance premium deposits are made with Holder of the "Note 1".

Mortgagor and Borrower covenant and agree that any one or more of the following shall be a default(s) under the terms, covenants and provisions of Note 1, Note 2 and Note 3 ("Notes"), Mortgage 1, Mortgage 2 and Mortgage 3 ("Mortgages") and the Security Agreements: (a) Any renewal, extension, default(s), restructuring or refinancing of the indebtedness evidenced by the terms or covenants or conditions contained in Mortgage 1 and 2 and Note 1 and 2; (b) Any default(s) under any terms of the Security Agreement; (c) Any default(s) under the terms, covenants or provisions of any one or more of the Notes and/or Mortgages. In the event of any default(s) as provided for herein, Mortgagee shall have the right to declare all indebtedness due under the terms, covenants, provisions and conditions of the Notes and Security Agreements and such indebtedness shall be immediately due and payable and Mortgagee shall have the right to perfect its remedies under the terms, covenants and conditions of the Notes, Mortgages, and Security Agreements and any other Loan Documentation securing such indebtedness as may be provided for by law and/or in equity.

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PROMISSORY NOTE (P & I)

FOR BANK USE ONLY

Loan A/C # _____	Note # _____	Class Code _____
Division _____	Cost Center _____	Review Date (Interim Date) _____
Risk _____	FP Code _____	Cost of Funds _____ %
New _____	Renewal _____	Officer _____
Approved _____	SIC _____	

No. _____ Due May 15, 1994 Date April 28, 1993 Amount \$ 51,933.19

FOR VALUE RECEIVED, the Undersigned, jointly and severally, promise to pay to the order of **AFFILIATED BANK** ("Bank") at its office in Chicago, Illinois, or any of its other office locations, the principal sum of Fifty One Thousand Nine Hundred Thirty Three and 19/100's Dollars payable as follows:

In eleven installments of \$ 1,065.49 each (including principal and interest at the rate of 8.50 % per annum) beginning on JUNE 15, 1993 and continuing on the same day of each successive month thereafter until this Note is fully paid, except that the final installment in the amount of \$ balance shall be due and payable on May 15, 1994.

Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. All payments shall be first applied to accrued interest to the date of payment with the remainder, if any, applied to the balance of principal. After maturity, interest shall accrue on any balance remaining due and owing at the rate of 6.0 % per annum above the prime rate of the Bank.

In the event of non-payment when due of any amount payable on this Note or default in the payment or performance of any other obligation or indebtedness of the Undersigned to the Bank, or if the Bank for reasonable cause shall deem itself insecure, then this Note and all other indebtedness of the Undersigned to the Bank, at the option of the Bank, shall immediately become due and payable, without notice or demand on the Undersigned, together with all expenses, costs and attorneys' fees incurred or expended by the Bank in enforcing its rights hereunder which shall become additional indebtedness immediately due and payable hereon.

To further secure the payment of this Note the Undersigned, jointly and severally, hereby irrevocably authorize any attorney of any court of record to appear for them, or any of them, in such court in term, time or vacation, at any time after default hereon and confess a judgment without process against them, or any one of them, in favor of the holder of this Note for such sums as may appear to be unpaid and owing thereon together with interest, costs and attorneys' fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

The Bank may, at any time or times hereafter, without notice, appropriate and apply toward the payment of this Note any moneys, credits, deposits, checks, accounts, drafts, securities, certificates of deposit or other property belonging to the Undersigned, or any one or more of them, in the possession of or under the control of the Bank, as well as any indebtedness of the Bank to the Undersigned, then due or to become due, including without limitation, any and all balances, credits, deposits, accounts, certificates of deposit or moneys of any one or more of the Undersigned, and Bank is hereby given a first and prior lien upon such moneys, credits, indebtedness and other property of the Undersigned.

The Undersigned and all endorsers and guarantors jointly and severally waive presentment, demand, notice of dishonor and all other notices and demand in connection with the enforcement of the Bank's rights hereunder, and hereby consent to and waive notice of (a) any renewals, extensions or modifications hereof, and (b) the release with or without consideration of any of the Undersigned. Any failure of the Bank to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time. The validity and construction of this Note shall be governed by the laws of the State of Illinois.

This Note is secured by one or more security agreements, real estate trust deeds or mortgages, collateral assignments of beneficial interest and assignment of rents.

BUSINESS PURPOSE STATEMENT

Reference in this document to **Affiliated Bank**, (to be executed by non-corporate borrower) **Affiliated Banc Group or Manufactures Affiliated Trust Company shall mean;**

To induce Lender to make the loan evidenced by this Note, the Undersigned represents to Lender as follows:
(1) The Undersigned owns and operates a business enterprise under the name Comerica Bank, Illinois
(2) The proceeds of the loan will be used solely for the following commercial, agricultural or industrial purpose: Working capital for the Show Dept. Inc.

(3) The loan is a business loan within the purview of Paragraph 640(c), Chapter 17, Ill. Rev. Stat. and is exempt from the disclosure requirements of the Federal Truth-in-Lending Act.

Dated _____ Signature _____ Signature _____

c/o The Show Dept., Inc.
1555 N. Sheffield
Address _____
Chicago, IL 60622
City & State _____ Zip Code _____
Telephone _____ Social Security No. or Corp. ID No. _____

BY: SIGNATURE(S) OF BORROWER(S)
X Lee M. Fackl's
X LASALLE NATIONAL TRUST-N.A., SUCCESSOR TO
LASALLE NATIONAL BANK, AS TRUSTEE U/T/A
X DTD 5/15/89 A/K/A TRUST #114374
X _____

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