

MORTGAGE

THIS MORTGAGE is made this 24th day of September, 19 93

between the Mortgagor, Parkway Bank & Trust Co. (Name)

4777 N Harlem Ave., Harwood Heights, IL 60656 (Address)

not personally but solely as Trustee under a Trust Agreement dated June 30, 19 78, and known as Trust No. 4496 (herein "Borrower") and the Mortgagee, CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION, 5953 West Cermak Road, Cicero, Illinois 60650, a corporation organized and existing under the laws of the United States of America (herein "Lender").

WHEREAS, certain beneficiaries of Parkway Bank & Trust Co., not personally but as trustee under Trust No. 4496 dated June 30, 1978

(hereafter sometimes referred to, if more than one both individually and collectively, as "Principal Obligor") is indebted to Lender in the principal sum of One hundred thousand and 00/100

Dollars (\$ 100,000.00), which indebtedness is evidenced by Principal Obligor's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2008

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums advanced in accordance herewith to protect the security of the Mortgage, with interest thereon, and the performance of the covenants and agreements herein contained, and (b) the repayment of any future advances, with interest thereon, made by Lender pursuant to Paragraph 3 hereof ("Future Advances"), and in consideration for Lender's making, and to induce Lender to make, to Principal Obligor the loan evidenced by the Note, Mortgagor does hereby Mortgage, Grant and Convey to Lender the following described real estate located in the county of Cook State of Illinois:

Lot 12 and the South 1/2 of Lot 11 in Block 1 in Beebe's Central Riverside Subdivision, being the South 20 acres of the East Fraction of the North East 1/4 of Section 35, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 81 Lincoln Riverside IL 60540

PIN: 15-35-205-009 Lot 12 and 15-35-205-008 South 1/2 of Lot 11

COOK COUNTY, ILLINOIS

RECORDED

93025047

TOGETHER with all the improvements now or hereafter erected on the real estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter affixed, attached to, placed upon or used in connection with said real estate, including, in addition to all other things which at law or by convention are regarded as fixtures, and specifically, but not by way of limitation, all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, and also (without restricting the foregoing), floor coverings, carpets, shrubbery, awnings, stoves, stokers, gas burners, oil burners, water heaters, gas and electric fixtures, elevators, pumps, motors, cabinets, shelving, and plumbing, laundry and refrigerating fixtures and articles, and vacuum cleaning systems, all of which, including replacements and additions thereto, are hereby declared to be a part of the said real estate, whether physically attached thereto or not, and all of the foregoing, together with said real estate, are herein referred to as the "Property".

AND TOGETHER with all of the rents, income, receipts, revenues, issues and profits thereof and therefrom, which rents, income, receipts, revenues, issues and profits Borrower hereby assigns to Lender

TO HAVE AND TO HOLD the Property unto Lender forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Borrower does hereby release and waive.

Borrower covenants that under the Trust Agreement described above Borrower has the right to Mortgage, Grant, Warrant, and Convey the property and that all beneficiaries of any loan secured by this mortgage shall at all times be disclosed to Lender.

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, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments on the Property, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for insurance against default, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, so as to provide Funds sufficient to pay such taxes and assessments and insurance premiums when due. Lender shall hold the Funds and shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender shall make no charge for so holding and applying the Funds or compiling said assessments and bills, but Lender shall not be under any obligation to ascertain the correctness of or to obtain any tax, special assessment or insurance bills, and Lender shall not incur any liability by reason of any non-payment thereof. Lender shall not be required to pay Borrower

7478872

33825047

UNOFFICIAL COPY

33825047

(Space Below This Line Reserved for Lender and Recorder)

Examination provided regarding any

CF 10313 - Land Trust Form 6/78

My Commission Expires: _____
Return to Recorder's Box No. 188
or Mail To: 5953 W. Cermak Road
Cicero IL 60650

This document prepared by: Martha Hovorka
Attorney at Law
Central Federal Savings and Loan Association

Given under my hand and Notarial Seal this _____ day of _____, 19____

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
_____ personally known to me to be the
_____ of
_____ and
_____ of said corporation;
and personally known to me to be the same per-
sons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowl-
edged that they signed and delivered the said instrument as _____ and _____ of said
corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board
of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation for the uses
and purposes therein set forth; and the said instrument is hereby certified to be a true and correct copy of the original thereof
subscribed and delivered to me on this day at _____ and the same is hereby certified to be a true and correct copy of the original thereof
subscribed and delivered to me on this day at _____ and the same is hereby certified to be a true and correct copy of the original thereof
including the names and addresses of the subscribers at the time of recording of this instrument.

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

By: _____
(Corporate Seal)
81 Lincoln, Riverside IL 60546
Property Address

Attest: _____
Secretary
_____ President

Not personally but as Trustee, under Trust Agreement dated
June 30, 1978, and
known as Trust Agreement No. 4496

24. Severability. Whenever possible, each provision herein shall be interpreted in such manner as to be effective and valid
under applicable law, but, in the event that any provision hereof shall be prohibited by or invalid under applicable law, such
provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or
the remaining provisions hereof.
25. Miscellaneous. The captions and headings of the Paragraphs of this Mortgage are for convenience only and are not to be
used to interpret or define the provisions hereof. Whenever the context hereof requires, the singular number herein, shall
include the plural.
26. Land Trust Mortgage. Borrower as Trustee expressly subordinates to the lien of this Mortgage, and any extension or
renewal thereof, Borrower's right to a lien for advances made by Borrower under the terms of the Trust Agreement described above,
and for costs, attorney's fees and compensation. This Mortgage is executed by Borrower, not personally, but as Trustee as aforesaid,
in the exercise of the power and authority conferred upon and vested in Borrower as such Trustee, and it is expressly understood
and agreed by Lender and by every person now or hereafter claiming any right or security hereunder that nothing contained herein
of in the Note secured by this Mortgage shall be construed as creating any personal liability on Borrower.
IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed by its duly authorized officers as of the day and
year first above written.

UNOFFICIAL COPY

14. **Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements herein contained shall bind and the rights hereunder shall inure to Lender, its successors and assigns. The covenants and agreements hereby contained shall bind and the rights hereunder shall inure to the heirs, executors, and administrators and successors and assigns of Borrower. All covenants and agreements of Borrower shall be joint and several.

15. **Notice: Waiver.** Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by regular first-class mail, postage prepaid, addressed to Borrower at Borrower's address stated above. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when deposited in the mail in the manner as aforesaid. Except as otherwise provided herein, Borrower hereby waives, to the extent permitted by applicable law, any and all notices, including but not limited to notice of Default (as herein defined) and notice of Lender's acceleration of the indebtedness secured hereby.

16. **Use, Alteration and Transfer of Property.** Borrower shall not suffer or permit without the written consent of Lender being first had and obtained (a) any use of the Property for a purpose other than that for which the same is now used; (b) any alterations or additions to or demolition or removal of the Property; (c) a purchase upon conditional sale, lease or agreement, under which title is reserved in the vendor, of, or the creation of a lien on or security interest in (other than a lien or security interest subordinate to the lien hereof), any apparatus, fixtures, equipment or other materials (other than household appliances) that constitute part of the property hereby mortgaged as herein defined; or (d) a sale, assignment or transfer (other than the creation of a lien or other encumbrance subordinate to the lien hereof, or a transfer by devise, descent or by operation of law upon the death of a joint tenant, or the grant of any leasehold interest of three years or less not containing an option to purchase) of any legal, equitable, or other right, title or interest in or to the property or trust estate or any portion of the property or trust estate.

17. **Successor in Interest.** In the event the ownership of the Property or any part thereof becomes vested in a person, firm, corporation or other legal entity other than Borrower, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby in the same manner as with Borrower and may forbear to sue or may extend time for payment of the indebtedness secured hereby without discharging or in any way affecting the liability of Borrower hereunder or upon the indebtedness secured hereby or any secondary liability of Borrower.

18. **Default.** Time is of the essence hereof, and in the event of the occurrence of any one or more of the following events at any time or times hereafter, any one of which shall constitute an event of default ("Default") hereunder, to-wit: (a) Borrower fails to perform any covenant or agreement contained herein; (b) Mortgagor or Principal Obligor fails to make all or any part of any payment due under the Note when due or declared due thereunder, or otherwise defaults under the terms of the Note or of any agreement, document, or instrument heretofore, now or hereafter executed by Mortgagor or Principal Obligor and delivered to Lender; (c) Borrower or any Maker or any indorser or guarantor of the Note is adjudicated incompetent; (d) all or a substantial part of the property of Borrower or any Maker or any indorser or guarantor of the Note is attached, seized, garnished, subjected to a writ or distress warrant, or is levied upon, or comes within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (e) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute is filed by or against Borrower or any Maker or indorser or guarantor of the Note, or Borrower or any Maker or any indorser or guarantor of the Note makes an assignment for the benefit of creditors; (f) Borrower or any Maker or any indorser or guarantor of the Note is enjoined, restrained or in any way prevented by court order from conducting all or any part of said person's affairs; (g) an application is made for an appointment of a receiver, trustee or custodian of all or a substantial part of the property of Borrower or any Maker or any indorser or guarantor of the Note; (h) a notice of lien, levy or assessment is recorded with respect to all or a substantial part of the property of Borrower or any Maker or indorser or guarantor of the Note by the United States, or any department, agency or instrumentality thereof, or by any state, county, municipality or other agency, or any taxes or debts owing at any time or times hereafter to any one or more of them becomes a lien, choate or otherwise, upon all or a substantial part of the property of Borrower or any Maker or any indorser or guarantor of the Note; (i) a judgment or other claim becomes a lien upon all or a substantial part of the property of Borrower or any Maker or any indorser or guarantor of the Note; (j) Borrower or any Maker or any indorser or guarantor of the Note becomes insolvent or admits in writing said person's inability to pay said person's debts as they mature; or (k) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower or any Maker or any indorser or guarantor of the Note or any beneficiary of the trust is found to have been untrue, incomplete or misleading in any material respect when furnished, then, upon or at any time after the occurrence of any such Default, Lender is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Lender hereunder, to declare, without notice, all indebtedness secured hereby immediately due and payable, whether or not such Default be remedied by Borrower and Lender may also immediately proceed to foreclose this Mortgage.

19. **Foreclosure.** Upon the commencement of any foreclosure proceeding hereunder, the court in which such complaint is filed may, at any time, either before or after sale, and without notice to Borrower or any party claiming under Borrower, and without regard to the then value of the Property, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, income, receipts, revenue, issues and profits of the Property during the pendency of such foreclosure suit and the statutory period of redemption, and such sums, when collected, may be applied before as well as after the master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including but not limited to the expenses of such receivership and the costs and expenses provided in Paragraph 21 hereof; and upon foreclosure and sale of the Property there shall be first paid out of the proceeds of such sale the costs and expenses provided in Paragraph 21 hereof, then the principal indebtedness, including but not limited to Future Advances, whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale rendering the overplus, if any, unto Borrower and it shall not be the duty of the purchaser to see to the application of the purchase money.

20. **Reinstatement.** Notwithstanding Lender's acceleration of the indebtedness secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all Defaults; (c) Borrower pays the expenses incurred by Lender as provided in Paragraph 8 and Paragraph 21 hereof; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured hereby shall remain in full force and effect as if no acceleration had occurred.

21. **Costs and Expenses.** In the event of a Default, there shall be included in the indebtedness secured hereby (to the extent permitted by law) all of the following: any amounts disbursed by Lender pursuant to Paragraph 8 hereof; reasonable attorneys' fees and expenses; costs and expenses of appraisal of the Property; moneys advanced for insurance, taxes, assessments and liens; outlays for documentary evidence; stenographers' charges; court costs; Master's fees and cost of procuring or completing an abstract of title, Torrens Certificate or title insurance policy or commitment therefor. Such costs and expenses shall be included in the indebtedness secured hereby without regard to whether proceedings for foreclosure are commenced and without regard to whether such foreclosure proceedings, if commenced, proceed to final decree and sale.

22. **Waiver of Redemption.** Except if the Property as of the date hereof is improved with a dwelling for not more than four families or except if the loan evidenced by the Note is to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or except if the Property is used or intended to be used for agricultural purposes, Borrower hereby waives, and represents that it is authorized and empowered to waive, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of the trust estate and all persons beneficially interested therein, and each and every person except decree or judgment creditors of Borrower in its capacity as trustee and of the trust estate, acquiring any interest in or title to the Property subsequent to the date hereof.

23. **Payment and Release.** Upon the full payment of said Note and of any Future Advances and other indebtedness secured hereby and upon the performance of all of the covenants and agreements herein contained to be done and performed by Borrower, Lender shall release this Mortgage at Borrower's expense.

11. Borrower Not Released. Extension of the time for payment or modification or amortization of the indebtedness secured hereby granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or modify amortization of the indebtedness secured by this Mortgage by reason of any demand made by the original Borrower or any successor in interest or any other person.

12. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder and shall not in any manner affect Lender's right to require or enforce performance of any covenant or agreement herein contained.

13. Remedies Cumulative. All remedies provided herein are distinct and cumulative to any other right or remedy hereunder or afforded by law or equity, and all remedies, whether provided hereunder or afforded by law or equity, may be exercised concurrently, independently or successively.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, and, in the event of a partial or total taking of the Property, the proceeds shall be applied to the indebtedness secured by this Mortgage and Lender is hereby authorized to act for and in behalf of Borrower in collecting said proceeds and applying said proceeds, at Lender's option, either to restoration or repair of the Property or to the indebtedness secured by this Mortgage. Any such application of proceeds to the indebtedness secured hereby shall not relieve Borrower from the obligations hereunder until said indebtedness is paid in full and shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

9. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property at any time or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage or any personal liability for any action or omission hereunder. The procurement of insurance or the payment of taxes or other liens or claim in advancing monies in that behalf hereunder or to incur any expense or do any act hereunder, and Lender shall not incur applicable law. Nothing contained in this Paragraph 9 shall require Lender to inquire into the validity of any lien, encumbrance or which event such amounts shall bear interest at the highest contract rate of interest for individual borrowers permitted by date of disbursement at the rate stated in the Note, unless payment of interest as such rate would be contrary to applicable law in Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement provided, shall (to the extent permitted by law) become additional indebtedness of Borrower secured by this Mortgage and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this Paragraph 9, with interest thereon protect Lender's interest, including, but not limited to, disbursement of attorneys' fees and expenses and court costs and expenses Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender may deem necessary, then limited to eminent domain, insolvency, code enforcement, or arrangements involving a bankrupt or decedent, then Mortgage, or if any action or proceeding is commenced which may affect Lender's interest in the Property, including, but not 8. Protection of Lender's Security. If Borrower fails to perform any of the covenants and agreements contained in this building or buildings now or at any time in process of erection upon the Property.

7. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall promptly and cause all occupants of the property to comply with all laws and ordinances relating to the maintenance or use of the Property and with all requirements, orders and notices of violation thereof issued by any governmental authority. Borrower shall promptly repair, restore or rebuild any buildings or improve-ments now or hereafter on the Property which may become damaged or destroyed and shall complete within a reasonable time any building or buildings now or at any time in process of erection upon the Property.

6. Hazard Insurance. Borrower shall keep the improvement under protest shall be borne by Borrower. Borrower shall insure against loss by fire, lightning, hail, windstorm, explosion and other perils within the term "extended coverage" and such other perils, including but not limited to floods, as Lender may reasonably require and in such amounts, for such periods, and in such form as Lender may reasonably require. Borrower may choose the insurer through which the insurance is to be obtained, subject to Lender's right to refuse, for reasonable cause, to accept an insurer offered by Borrower. Such insurance policies and renewals there- of shall include a standard mortgage clause, and shall make the proceeds of such policies payable solely to Lender and, in the event of foreclosure sale, payable to the owner of the certificate of sale and shall also include a clause providing that the policy may be altered, modified, or cancelled only upon ten (10) days' prior written notice to Lender. Lender shall have the right to hold the paid premiums and, in the case of an insurance policy about to expire, shall deliver to Lender proof of the renewals of such policy not less than ten (10) days prior to the date of expiration of such policy. In the event of loss, Borrower shall give prompt notice to the insurer carrier and Lender, and Lender may make proof of loss thereunder. In the case of loss, Lender is authorized to adjust, collect and compromise, in its discretion, all claims under any such insurance policies, and Borrower hereby agrees to sign, upon request by Lender, all receipts, vouchers and releases required of Borrower by the insurers. Lender is hereby authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the Property or to the indebtedness of Borrower secured hereby, and a pro rata application to the indebtedness shall not relieve Borrower from the obligations hereunder until said indebtedness is paid in full and shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

5. Charges; Liens. Except to the extent paid by Lender pursuant to Paragraph 2 hereof, Borrower shall pay, before any penalty attaches, all taxes, assessments and other charges, fines and impositions attributable to the Property. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph 5, and shall promptly furnish to Lender receipts evidencing such payments. Borrower shall keep the Property free from mechanics' and other liens and claims for lien not expressly subordinated to the lien hereof and shall promptly discharge any mechanics' and other lien and claim for lien not expressly subordinated to the lien hereof. In the event that Borrower may desire to contest any tax or assessment, Borrower shall pay, in full, such tax or assessment under protest, in the manner provided by statute, and all costs arising out of or related to such contesting of the tax or assessment and such payment of the tax or assessment under protest shall be borne by Borrower.

4. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first to interest payable on the Note and on Future Advances, if any, then in payment of amounts payable to Lender by Borrower under Paragraph 2 hereof, and then to the principal of the Note and to the principal of Future Advances, if any.

3. Future Advances. Lender may, at any time prior to the release of this Mortgage, make Future Advances to Principal Obligor, which Future Advances shall be secured by this Mortgage; provided that the Future Advances secured hereby shall not exceed Zero and 00/100 Dollars (\$ 0.00) and provided further that nothing herein shall be deemed to limit the amounts that shall be secured hereby when advanced as provided in Paragraph 8 or Paragraph 21 hereof and that nothing herein shall require Lender to make any Future Advances.

2005287

ASSIGNMENT OF RENTS RIDER

THIS RIDER is made this 24th day of September, 1993 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 Central Federal Savings and Loan Association, a corporation of the United States of America, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at

81 Lincoln, Riverside IL 60546

[Property Address]

I. ADDITIONAL 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 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. OTHER LIENS. Except for junior liens required to be permitted by federal law, Borrower shall not allow any lien other than that of 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, except Borrower's right to reinstate.

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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

.....
(Seal) Borrower
.....
(Seal) Borrower
Parkway Bank & Trust Co., not personally, but as Trustee to Trust No. 4496 dated June 30, 1978

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. Lender or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Borrower represented by the Security Instrument without any showing as to the inadequacy of the Property as security. Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. Lender or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay to collect and receive all of the Rents of the Property; (ii) Lender shall be entitled for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (i) all Rents received by Borrower shall be held by Borrower as trustee

Exonerated by
liability of Per
is attached to
document.

328250A7

THIS ASSIGNMENT OF RENTS, as executed by Parkway Bank And Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Parkway Bank And Trust Company personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Parkway Bank And Trust Company, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, Parkway Bank And Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, at the place and on the date first above written.

PARKWAY BANK AND TRUST COMPANY

as Trustee as aforesaid and not personally.

BY [Signature]
Assistant Trust Officer

ATTEST [Signature]
Assistant Cashier

STATE OF ILLINOIS

ss.

COUNTY OF COOK

I, _____ the undersigned _____
a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that

Jo Ann Kubinski

of Parkway Bank And Trust Company, Margelene Kawczinski

~~Trustee~~ of Parkway Bank And Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that he,

as aforesaid, did affix the corporate seal of said Bank to said instrument as his free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICE OF NOTARY PUBLIC"
GLORIA WIELGOS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/25/99

_____ and Notarial Seal this

day of October AD 19 93

[Signature]
Notary Public

32825047

Property of Cook County Clerk's Office

NOTARY PUBLIC STATE OF ILLINOIS