

PREPARED BY:
MICKEY HATFIELD
CHICAGO, IL 60639

UNOFFICIAL COPY

9-3-93-1-1-17

COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORD AND RETURN TO: *(Box 333)*

CRAGIN FEDERAL BANK FOR SAVINGS
5133 WEST FULLERTON AVENUE
CHICAGO, ILLINOIS 60639

30 OCT 29 AM 10:35

93874517

93874517

[Space Above This Line For Recording Data]

MORTGAGE

THE TERMS OF THIS LOAN
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

01-70047-05

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35

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 28, 1993
CHICAGO TITLE AND TRUST COMPANY
AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 27, 1965
AND KNOWN AS TRUST NUMBER 48676

("Borrower"). This Security Instrument is given to
CRAGIN FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA
and whose address is 5133 WEST FULLERTON AVENUE
CHICAGO, ILLINOIS 60639
FIVE HUNDRED THOUSAND
AND 00/100

Dollars (U.S. \$ 500,000.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2003.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 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:
LOT 1 (EXCEPT THE SOUTH 50 FEET THEREOF) AND ALL OF LOT 2 IN BLOCK 16
IN BIRCHWOOD BEACH IN SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

11-29-321-009

which has the address of 7221-39 NORTH SHERIDAN ROAD, CHICAGO
Illinois 60626
Zip Code

Street, City,

ILLINOIS
 -SR(IL) 91011

-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - R131203-8100 - R1001621-7201

DPS 1089
Page 1 of 6

Form 3014 9/90

Initials:

93874517

BOX 333

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100-1000

Page 2 of 6

Form 3014 9/90
DPS 1080

more of the actions set forth above within 10 days of the giving of notice.

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

If Lender makes any part of the Property subject to a lien, Borrower shall pay all amounts due under this instrument to Lender or take one or more of the actions set forth above within 10 days of the giving of notice.

or defends against an enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the written agreement of the parties to the payment of the security instrument unless Borrower: (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any Borrower shall pay

4. **Chargess; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

third, to interest due; fourth, to municipal due; and last, to any late charges due under the Note.

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

Funds held by Lender, if under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

Funds held by Lender, unless Lender shall make up the deficiency in no more than

time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency to pay the Escrow items when due, Lender shall make up the deficiency in no more than

for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

deficit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, this interest shall be paid on the Funds. Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, unless an agreement is made or

used by Lender in connection with this loan, under a applicable law provides otherwise. Unless an reporting service a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax service such

verifying the Escrow items, unless Lender says Borrower interest on the Funds and applicable law permits Lender to make such Escrow items. Lender may not charge Borrower for holding and applying the escrow account, or

(including Lender, if Lender is such a institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in a institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the Funds

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan, may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," if any; (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments and assessments which may attain priority over this Security Instrument as a lien on the Property; (a) yearly taxes

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall pay when due the

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

fixtures now or hereafter a part of the improvements now or hereafter erected on the Property, and all easements, appurtenances, and

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and

fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security

instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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

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

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

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

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

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

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

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

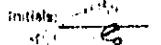
13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such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

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

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

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

DPB 10B2
Form 3014 B/90

Initials: 

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Form 3014 G/90

8. Mortgagable insurance. If Lennder required mortgagable insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgagable insurance in effect. If, for any reason, the mortgagable insurance ceases to be in effect, Borrower shall pay the premiums required to maintain the insurance until Lennder has received payment in full of all amounts due under this Note.

7. Lender does not have to do so.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 (such as a reasonable attorney's fees and expenses Lender agrees to the terms of writing).

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 there is a notice of loss. If the restoration or repair is not completed within 30 days of 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 there is a notice of loss. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be receivable 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 promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

5. Hazard or Property Insurance, Borrower shall keep the improvements now existing or hereafter erected on the property measured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flood damage, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods of time required by Lender, for all risks covered by the insurance. The insurance company shall furnish Lender with a certificate of insurance, copy of which Lender may require at any time.

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01-70047-05

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

(Check applicable box(es))

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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

Witness

(Seal)
Borrower

Witness

(Seal)
Borrower(Seal)
Borrower(Seal)
CHICAGO TITLE AND TRUST COMPANY BorrowerAS TRUSTEE UNDER TRUST AGREEMENT DATED
OCTOBER 27, 1965 AND KNOWN AS TRUST
NUMBER 48676

It is expressly understood and agreed by and between the parties herein, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intent of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,
By _____ ASSISTANT VICE-PRESIDENT
Attest _____ ASSISTANT SECRETARY

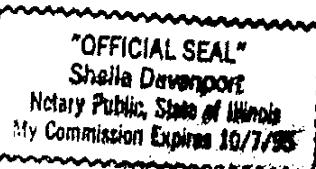
Corporate Seal

STATE OF ILLINOIS,
COUNTY OF COOK

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Orantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Notarial Seal

Given under my hand and Notarial Seal this ____ day of OCT 28 1995Sheila Davenport
Notary Public

S. Davenport

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<p>21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration to Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date the debt is due; (b) the action required; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt must be cured; and (d) that failure to cure the debt before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, for default on or before the date specified in the notice to Borrower, by which the debt must be cured.</p> <p>22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recodation costs.</p> <p>23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.</p>	<p>Form 3014 9/90 DRS 1093</p>
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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

18. Borrower's Right to Remodel. If Borrower meets certain conditions specified in this section of the Note, he has the right to have a portion or all of this Security instrument rescinded at any time prior to the earlier of: (a) 5 days (or such other period as applicable by law may specify for remodelling) 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 all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) cures any default or any other omissions or agreements; (c) pays all expenses incurred in enforcing this Security instrument; (d) takes such action as Lender may reasonably require to assure that the title of this Security instrument is free of encumbrances; (e) pays all expenses incurred in rescinding this Security instrument; and (f) remains in possession of the Property until the date of sale.

If Leender exercises this option, Leender 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 instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leender may invoke any remedies available by this instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leender may invoke any remedies

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.

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9 3 13 Loan No. 1-70047-05

MORTGAGE RIDER

This Rider is made this 28TH day of OCTOBER, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned (the "Mortgagor") to secure Mortgagor's Note to CRAIG FEDERAL BANK FOR SAVINGS (the "Mortgagee") of the same date (the "Note") and covering the property described in the Mortgage and located at

7221-39 N. SHERIDAN ROAD, CHICAGO, ILLINOIS 60626

(Property Address)

MODIFICATIONS

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Mortgagee further covenant and agree as follows:

A. INSPECTION

Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property.

B. BOOKS AND RECORDS

Mortgagor shall keep and maintain at all times at Mortgagor's address stated below, or such other place as Mortgagee may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Mortgagee. Upon Mortgagee's request, Mortgagor shall furnish to Mortgagee, within one hundred and twenty (120) days after the end of each fiscal year of Mortgagor, a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Mortgagor and if Mortgagee shall require, by an independent certified public accountant. Mortgagor shall furnish, together with the foregoing financial statements and at any other time upon Mortgagee's request, a rent schedule for the Property certified by Mortgagor showing the name of each tenant and for each tenant the space occupied, the lease expiration date, the rent payable and the rent paid.

C. PROHIBITION AGAINST SECONDARY FINANCING

Mortgagor agrees that Mortgagee shall have the right, at its sole option, to declare any indebtedness and obligations secured by this Instrument or under the Note due and payable in full if the Mortgagor creates, effects, contracts for, agrees to, consents to, suffers or permits any conveyance, lien, secondary financing, mortgage, trust deed or other encumbrance or alienation of any interest in the mortgaged premises or any part thereof or interest therein without the prior written consent of the Mortgagee.

D. EVENT OF DEFAULT

In the event that the Mortgagee determines, upon its annual review of the net operating income and the debt service coverage for the loan, that the net operating income has fallen below a ratio of 1.20% to the debt service coverage, then the Mortgagor shall be required to either provide additional security or to reduce the outstanding loan balance sufficient to cover the shortfall so that the net operating income is in excess of the ratio of 1.20% to the debt service coverage. If the Mortgagor fails to provide sufficient additional security or does not sufficiently reduce the outstanding balance due on the loan so that the proper ratio is satisfied within 60 days after being notified of the shortfall by the Mortgagee in writing, then the failure of the Mortgagor to cover the shortfall shall be considered an event of default as defined herein.

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

CHICAGO TITLE AND TRUST COMPANY, As Trustee
under the Trust Agreement Dated 10-27-65, known
as Trust No. 48676.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee aforesaid and not personally,

By Carolyn J. Jaff ASSISTANT VICE-PRESIDENT

Attest Edmund L. Smith ASSISTANT SECRETARY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93874512
RECORDED
FEB 1 1988
C. L. A.

UNOFFICIAL COPY

(MORTGAGEE ADDRESSES FOR NOTIFICATION PURPOSES)

Mortgagor
(Seal)

Mortgagor
(Seal)

Mortgagor
(Seal)

Mortgagor
(Seal)

Mortgagor agrees that Mortgagor shall have the sole option, at its sole option, to declare any indebtedness and obligations secured by this instrument or under the Note due and payable in full if the Lender ceases, contracts, etc., agrees to, consents to, suffers or permits any conveyance, lease, secondary financing, mortgage, trust deed or other encumbrance or assignment of any interest in the mortgaged premises or any part thereof or, in case of necessity, herein without the prior written consent of the Lender.

C. PROHIBITION AGAINST SECONDARY FINANCING

The name of each tenant and for each tenant in the space occupied, the lease expiration date, the rent payable and the rent paid, statements and at any other time upon Mortgagor's request, a full schedule for the property certified by Mortgagor showing a statement of all independent certified public accounts, Mortgagor shall furnish, together with the foregoing financial statement, by an independent certified public accountant, each reasonable detail certified by Mortgagor and it Mortgagor shall a statement of changes in financial position, each reasonable detail certified by Mortgagor and it Mortgagor shall days after the end of each fiscal year of Mortgagor, a balance sheet, a statement of income and expenses of the Property and by Mortgagor. Upon Mortgagor's request, Mortgagor shall furnish to Mortgagor, within one hundred and twenty (120) days, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time books, records, contracts, leases and other instruments which affect the Property. Such operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the Mortgagor shall keep and maintain at all times at Mortgagor's address stated below, or such other place as Mortgagor may

B. BOOKS AND RECORDS

Mortgagor may make cause to be made reasonable entries upon and inspections of the Property.

Office

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Mortgagor further covenant and agree as follows:

MODIFICATIONS

(Property Address)

7221-39 N. SHERIDAN ROAD, CHICAGO, ILLINOIS 60626

This Rider is made this 28TH day of OCTOBER, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned (the "Mortgagor") to secure Mortgagor's Note to CREDIT FEDERAL BANK FOR SAVINGS (the "Mortgage") of the same date (the "Note") and covering the property described in the Mortgage and located at

MORTGAGE RIDER

9 3 5 Loan No. 1470047-05

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Property of Cook County Clerk's Office

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