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<i>B</i> .	FILED FOR RECORD	
0)	EVERGREEN 1994 JMI - 4 1111: 08 94 0 5/914/574BLE RATE COMMERCIAL MORTGAGE	رکل :
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Q	Dated April 27, 1987, A/K/A Trust #9660 (hereinafter referred to as "Mortgage	or*)
7	and the FIRST NATIONAL BANK OF EVERGREEN PARK (heroimafter reformed to an "Mortgageo").	
	WHEREAS, Mortgagor is indebted to Mortgages in the principal sum of One Hundred Eighty Thousand and 00/100*********************** Dollars (\$ 180,000.00	
5	which indebtedness is evidenced by Mortgagor's Adjustable Rate Commercial Note dated December 31, 1993 (hervinafter referred	۰,
•	to as the "Note"), which No' i privides that payments of principal and interest shall be made monthly on the 5th day of each month, if not sooner paid, du	
	payable on January 5, 2009 . The interest rate on this obligation secured by this mortgage may vary according to t	
	Morigagor's Adjustable Rate Comme via Note.	
	NOW, THEREFORE, the Mortgagor, to cour othe payment of this Note with interest thereon, the payment of all other sums with interest thereon advanced in	
	berewith to protect the security of this mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained the Mortgagor does in mortgage, grant and convey to Mortgages the toll owing described real estate located in the County of	•
	Lot 5 (except that part lying West of a line extended from a point in the South line of lot 6 in I. V. I. Subdivision, said point being 17 feet East of the West line of said lot 6 as measured on a line drawn at right angles to said West line), to the Northwest corner of lot 5 aforesaid in I. V. I. Subdivision of part of the West 1/2 of the Southwest 1/4 of Section 20, Township 37 North, Range 13 East of the Third Principal Merkdian, in Cook County, Illinois, according to the plat thereof recorded December 7, 1960 as Document 18034263 in Cook County, Illinois.	
	PERMANENT TAX IDENTIFICATION # 24-20-300-012-0000	9400534
		ů Ç
	Which real estate has the address of 11625 South Ridgeland Avenue, Worth, II 60482	₹

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rape, is used and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged humarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light power, aprinkler protection, waste comoval, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoin 3; a), fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Plenny's at distinguished from fixtures which related to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific article, of property shall in no way exclude or be hold to exclude any items of property not specifically mentioned. All of the land, estate and property hereinshove described, real, personal and mixed, whether affixed or annoxed or not (except where otherwise hereinshove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real extate and to be appropriated to the use of the real extate, and facilities for the purposes of this mortgage to he deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor convenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mertgage, grant and convey the Premises, that the Promises is unencumbered and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, assuments or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Montgagor's interest in the Promises.

IT IS FURTHER UNDERSTOOD THAT:

- 1. Mortgagor 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.
- - a) Promptly repair, restors or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

Note, and the principal

Constitution, the Mortgagor shall:

a) Promptly repair, custors or ref

This instrument was prepared by:
PIRST NATIONAL BANK OF I
Business Banking Center FIRST NATIONAL BANK OF BYERGREEN PARK Oak Lawn, Illimia 60-150

and which, with the property heroin described, is referred to herein as the "Premises",

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ADJUSTABLE RATE COMMERCIAL MORTGAGE PAGE 2 OF +

- b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sower service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgages, upon request, with the original or duplicate receipts thereof, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
- c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgages may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgages, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgages and shall contain a clause satisfactory to the Mortgages making them payable to the Mortgages, as its interest may appear, and in case of loss under such policies, the Mortgages is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgages agrees to sign, upon demand, all receipts, conchers and releases required of him by the insurance companies; application by the Mortgages of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgages from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgages shall give prompt notice to the insurance carrier and Mortgages. Mortgages may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 10 day a before such insurance shall expire. All policies shall provide further that Mortgages shall receive 10 days notice prior to
- d) Complete within a reasonal to lime any buildings or improvements now or at any time in process of srection upon said premises.
- e) Keep said Premises in good r, add on and repair without waste and free from any mechanics or other lies or claim of tion not expressly subordinated to the lies hereof.
- 8) Not suffer or permit any unlawful use of or any nulsance to exist on said Premises nor to diminish nor impair its value by any act or emission to act.
- g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
- h) Comply with the provisions of any lease if this merigage is on a leasehold.
- 3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or any assignment of all or any part of the beneficial interest in any trust holding title to the Premises v about the prior written approval of the Morigagee shall, at the option of the Morigagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and forcelose this morigage ammediately. It any time such default occurs.
- 4. In the case of a failure to perform any of the covenants herein, or if any action of proceeding is commenced which materially affects Mortgagee's interest in the Premises, including, but not limited to, entinent domain, insolvency, code on large ment, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgager's behalf everything to convenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgager will repay upon demand any monies paid or disburied, including reasonable alterneys' fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the rate set forth in the Note secured hareby shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceed's of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim to account on the construed as requiring the Mortgagee to advance any monies for any purpose not to us any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee set as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this mortgage or to proceed to foreclose this mortgage.
- 5. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Notingagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advance a shall in no event operate to make the principal sum of the indebtedness greater than the original principal around plus any amount or amounts that may be added to fix mortgage indebtedness under the terms of this mortgage for the nurpose of protecting the security.
- 6. Time is of the essence hereof, and if default be made in performance of any coverant herein contained or contained in the Notera in making any payment under said. Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lieu or charge upon any of the Premises, or upon the filling of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his projectly be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to only when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owners' group, then and in any of said events, the Mortgagoe 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 the Mortgagoe hereunder, to declare, without notice all sums secured hereby immediately due and payablo, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagor held by the Mortgagoe, and said Mortgagoe may the immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the Premises on masse without the offering of the several parts separately.

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in connection with (a) any proceeding, including probate or bankropby proceedings to which either party hereto shall be a party by reason of this mortgage or the Note hereby secured; or (b) preparations for the secretal of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out the proceeds thereof all of the aforesaid items, than the entire indebtedness whether due and payable by the terms hereof or not said the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

- 8. Extension of the time for payment or modification or amortization of the sums secured by this mortgage granted to Mortgages to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgages shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.
- 9. If the payment of the indebtedness hereby secured, or any part through be extended or varied, or if any part of the security or guaranties thereof be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, rockil standing any such extension, variation or release. Any person, firm or corporation taking a junior murtgage, or other lien upon the Premises or any part thereof or any interest threin, shall take the said lien subject to the rights of Mortgagee to amond (including, without limitation, changing the rate of interest or read or computation thereof), modify, extend or release the Note, this mortgage, or any other document or instrument evidencing, securing or guarantest by he indebtedness hereby secured, in each said every case without obtaining the consent of the holder of such junior lien and without the lien of this mortgage below its priority over the rights of any such junior lien except as otherwise expressly provided in a separate Subordination Agreement by and between Mortgagee and the holder of such junior lien.
- 10. Any forebearance by Mortgagee in exercising a syright or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The programment of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness seep all by this mortgage.
- 11. All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- 12. The covenants contained herein shall bind and the rights herein for shall inure to, the respective successors and assigns of Mortgages and Mortgages subject to the provision of paragraph 3 hereof. All covenants and agreements of hore ages shall be joint and several.
- 13. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgager shall be given by mailing such notice by certified mail addressed to Mortgager at the property address or at a ich other address as Mortgager may designate by notice to Mortgager as provided hardn and any notice to Mortgager shall be given by certified mail, return receipt requested to Mortgager's address stated herein or to such other address as Mortgager may designate by notice to Mortgager as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to Mortgager or Mortgager when given in the manner designated herein.
- 14. Upon payment of all sums secured by this mortgage, Mortgagee shall release this mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordations of any documentation necessary to release this merigage.
- 15. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any awar for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration or my Premises.
- 16. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay extension or exercipte a laws, or any so-called "Moratorium Laws", now existing or horeafter enacted, in order to prevent or hinder the inforcement or forcelosure of this mortgage, An needby waives the benefit of such laws.

 Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of forcels are of this mortgage on behalf of Mortgagor and each and every person except decree or judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this mortgage.
- 17. This mortgage shall be governed by the law of the jurisdiction in which the Promises are located. In the event one or more of the revolutions contained in this mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibitor or invalidity, without invalidating the remainder of such provision or the remaining provision of this mortgage.

IN WITNESS WHEREOF, the undersigned have signed this mortgage on the day at Oak Lawn	nd year first above written at	SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE
First National Bank of Evergreen Park, as Trus	tee	
U/T/A Dated April 27, 1987, A/K/A Trust #9660	By	Ctamme
	Senior Vice Pres	ident Trust Officer
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		and dedicion
	Assistant Trust	Officer //

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ADJUSTABLE RATE COMMERCIAL MORTGAGE PAGR 4 OF 4

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RIDER ATTACHED TO MORTGAGE TO First National Bank of Evergreen Park

DATED December 31, 1993

This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary not withstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee, solely in the exercise of the pagers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, nor shall at any time be asserted or enforced against First National Bank of Evergreen Park, its agents or employees, on account hereof, or on any of covenants, undertaking or agreement herein or in said principal not contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK not individually, but as Trustee under Trust No. 9660

S. Vice President & Officer

ATTEST:

Assistant Trus/Officer

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ADIOHABLERATE COMARAGILI MORTADERIDER.

"N	is Adjustable Rate Rider is made this 31st day of Docember, 1993, and is incorporated into and shall be deemed amend and supplement the Mortgage, or Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the fortgagor") to secure Mortgagor's Adjustable Rate Commercial Installment Note to First National Bank of Evergreen Park (the fortgagee") of the same date (the "Note") and covering the property described in the Security Instrument and located at:
	11625 South Ridgeland Avenue, Worth, IL 60482
Th pa	(Property Address) we Note contains provisions allowing for changes in the interest rate. If the interest rate increases, the Mortgagor's monthly yments will be higher. If the interest rate decreases, the Mortgagor's monthly payments will be lower.
	ODITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Mortgagee ther covenant and agree as follows:
A.	INTEREST RATE AND MONTHLY PAYMENT CHANGES.
	The Note provides for an Initial Rate of Interest of 7.08 %. Sections I through 5 of the Note provide for changes in the interest rate and the monthly payments, as follows:
ι.	Commencing in 19 97, the interest rate may be adjusted by the Mortgagee on the 5th day of January (month) and on the same day every 36th month thereafter (each such date hereinafter called the "Change Date");
2.	Changes in the interest rate thall be based upon changes in the "Index." The Index shall be the average yield at the most recent 5 year United States Treasury Note auction as published in the Wall Street Journal.
	If the Index is no longer available, the Mortgagee shall select an alternative legally sufficient index and shall mail notice thereof to the Mortgagor.
	This Note has an "Original Index" of 6.83 %. The most recently available Index figure as of the date 30 days prior to each Change Date shall be the "Current Index."
3.	Prior to each Change Date, the Mortgageo shull calculate the new interest rate by adding <u>quarter</u> percentage points (2.25 %) to the Current Index. In the event that the Current Index exceeds the Original Index, the Mortgagee MAY add the difference to the Initial Rate of Interest. In the event that the Current Index is less than the Original Index, the Mortgagee SHALL subtract the difference from the Initial Rate of Interest.
	Upon any change in the interest rate, the Mortgagee shall revise the monthly payment on the Note to the extent sufficient to repay the outstanding principal balance in full on
4.	The new interest rate shall become effective on each Change Date, and any resulting change in the monthly payment shall become effective on the date of the first monthly payment thereafter and shall remain in effect until said amount is again changed or this Note is fully repaid.
5.	At least 15, but not more than 30 days prior to any change in the amount of monthly payments hereunder, the Mortgagee shall send written notice thereof to the Mortgager.
6.	Notwithstanding any other provision of this Adjustable Rate Commercial Mortgage 2) for, the maximum interest rate shall not exceed 12.08% and the minimum interest rate shall not be less than 5.08%. If any increase or decrease in the interest rate would enuse the new adjusted interest rate will be limited to 12.08%. If any increase or decrease in the interest rate would cause the new adjusted interest rate to be less than 5.08%, the new adjusted interest rate will be limited to 5.08%. LOAN CHARGES If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and are law is finally
B.	LOAN CHARGES
	If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and are law is finally interpreted so that the interest or other ioan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. If ortgaged may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.
	IN WITNESS WHEREOF, MORTGAGOR HAS EXECUTED THIS ADJUSTABLE RATE RIDER. First National Bank of Evergroon Park, as Trusted U/T/A Dated April 7, 1987, A/K/A Trust #9660
	South Read April 7, 1987, A/R/A Trust #9660 South Read Provident Trust Officer Actor Trust Officer Annihim Trust Officer
	Annine Trust Officer
	BB12-14-93 SEE ATTACHED RIDER FOR EXECUTION BY TRUSTLE

This instrument was propared by:
FIRST NATIONAL BANK OF EVERGREEN PARK
Business Banking Center
4900 W. 95th Street
Oak Lawn, Illinois 60453

EXECUTION IN

Property of Coot County Clert's Office

RIDER ATTACHED TO: Adjustable Rate Rider

DATED: December 31, 1993 UNDER TRUST NO. 9660

Executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall all any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIRST MATIONAL BANK OF EVERGREEN PARK not individually, but as Trustee Under

Trust No. 9660

Sr. Vice President & Trust Officer

ATTEST:

Assistant Trust Officer

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