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UNOFFICIAL COPY

GEORGE E. COLE® LEGAL FORMS

WARRANTY DEED & Joint Tenancy Statutory (ILLINOIS) (Individual to Individual)

November 1994	ATE OF ILLINOIS LESTAGE TRANSFER TAX
	* * * + + 0 0 0
P.B. 10716 APR-4'95	BEPT. OF 1 4 8. 0 0

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRA	ANTOR(S)			1 1		
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	Illinois					
Ten a	and 00/160				DOLL	ARS.
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CONVEY	(S) and	WARRANT	·S} (0		
Willia	im P. O'Po	yle and	Maareen	T.	Dolan	
	S. Marily					

(Names and Address of Granters) not in Tenancy in Common, but in JOINT TENANCY, the following

described Real Estate situated in the County of in the State of Illinois, to wit: Above Space for Recorder's Use Only! Lot 1 in Block 9 in O'Ruethers and Company's Morgan Park Manor being a subdivision of the Northeast 1/4 of Section 13, Township 37 North France & Fast of the he wid Principal

in Cook RENEESTATE TRANSPORTION TAX REVEHUE APR-496 1 28.11187

DEPT. OF REVEHUE APR-1'95

10434 S. Maplewood, Chicago, IL 60655

DEPT-01 RECORDING

\$25.00

- T#0012 TRAN 3414 04/04/95 13#38:00
- 45341 + AH *-95-225356

26

COOK COUNTY RECORDER

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever. 24-13-214-003 Permanent Real Estate Index Number(s): ___

Please print or type name(s) below

signature(s)

Address(es) of Real Estate:

DATED this: . CAROL M. SULLIVAN

_ day of _

(SEAL)

REALESTATE

Cook State of Illinois, County of _

ss. I, the undersigned, a Notary Public in and for

said County, in the State aforesaid, DO HEREBY CERTIFY that .. Carol M. Sullivan, divorced and not since remarried personally known to me to be the same person ___ whose name __is___ subscribed

to the foregoing instrument, appeared before me this day in person, and acknowledged that she_signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

"OFFICIAL SEAL" David M. Stollarian Notary Public, State of Illinois My Commission Factors 12/18/98

10 Care hand

GEORGE E. COLE LEGAL FORMS

			ОТ	Warranty Deed JOINT TENANCY INDIVIDUAL TO INDIVIDUAL
				ed DUAL
	004 C	Chur Ch		
ler my hand and official seal, this on expiresDec. 18	31st 19 <u>98</u>	- day ou -	Mar Muu	25 19 <u>9 5</u>

Given under my hand and official seal, this3	lst	day of	March	19 <u>95</u>
Commission expires Dec. 18 19 5	98 <u>Ju</u>	Maturelyus	Y PUBLIC	

3113 W. 63rd St. (Name and Address)

SEND SUBSEQUENT TAX BILLS TO: William P. O'Boyle 10434 S. Maplewood

(Address)

Chicago, IL 60655 (City, State and Zip)

OR

RECORDER'S OFFICE BOX 333-CTI



MAPPING SYSTEM

Change of information

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Property of Cook County Clerk's Office

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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 dur, 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 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, on it, 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 ary 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 Walver 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's 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

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mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the 8. Morigage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security

date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender does not have to do so.

reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph include puying any sums secured by a tien which has priority over this Security Instrument, appearing in court, paying pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lider's actions may proceeding in bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), chon Lender may do and

this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in

leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. leasehold, Borrower shall comply with all the provisions of the lease. If Borrower accurres fee title to the Property, the to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or tailed impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if that, in Lender's good faith determination, precludes forfeiture of the Lor ower's interest in the Property or other material cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property. allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfellure extenuating circumstances exist which are beyond Borroy et a control. Borrower shall not destroy, danuage or impair the the date of occupancy, unless Lender otherwise agrees in witing, which consent shall not be unreasonably withheld, or unless this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as Barrower's principal residence within sixty days after the execution of

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. immediately prior to the acquisition. damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from

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

secured by this Security I istrument, whether or not then due. The 30-day period will begin when the notice is given.

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

Lender may make proof of loss if not made promptly by Borrower. paid precitums and renewal notices, In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods

Property insured against loss by fire, hazards included within the torm "extended coverage" and any other hazards, including 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

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



EXCULPATORY RIDER

THIS EXCULPATORY RIDER is made this 28th day of MARCH , 1995 , and is incorporated into and shall be deemed to amend and supplement the Mortgage ("Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Standard Federal Bank for Savings (the "Lender") of the same date and covering The Property described in the Security Instrument and located at:

8149 % 83rd PL,

JUSTICE.

IL 60458

[Property Address]

This mortgage is executed by the aforementioned Trustee, not personally but as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the Mortgagee herein and by every person now of hereafter claiming any right or security hereunder, that mothing herein or in said Note contained, shall be construed as creating any liability on the said Trustee personally to pay the said Note, or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express implied therein contained, all such liability, if any, being expressly waived, and that any recovery on this Security Instrument and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Note.

By signing Below, Borrower accepts and agrees to the terms and provisions contained in This Exculpatory Rider.

Attest:

COLE TAYOR BANK/DROVERS

not personally but as Trustee

BY: Constance E. Considere By Smiles
TRUST OFFICER
TRUST OFFICER

TRUST OFFICER Vice President

AS USED IN THIS DOCUMENT,
THE TERM "TRUSTER" CHALL ILLE
"COLE TAYLOR BALLA"

Property or Cook County Clerk's Office

5001048628 ARM PLAN NO. 0034

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28TH

day of MARCII

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 Adjustable Rate Note (the "Note") to

STANDARD FEDERAL BANK FOR SAVINGS

(the"Lender") of the same date and covering the property described in the Security Instrument and located at:

8149 W S3RD PL

JUSTICE [Property Address]

IL

60458

THE MOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWERS INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS, In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rule of 9.000 the interest rate and the monthly payments, as follows:

%. The Note provides for changes in

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of APRIL 1, , 2000 , and on that day every 12th month thereafter. Each date on which my interest are could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ATO AND THREE QUARTERS percentage point(s) (2.75 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new in crest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER X 条例文系含义的对象文章 X No. 2 No.

822B (9108).02

VMP MORTGAGE FORMS - (800)521-7291



95225368

NOR LESS THAN 9.000%

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15,000

%. Thereafter, my interest rate will never be increased or decreased on

(Seal)		THUST OFFICER		
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			Rate Rider.	
o notice in delivered or	oquire immediate payment in full, Lender عربها، إن period of not less than 30 days from the محتاه بنا period of not less than 30 days from the محتاه بنا الله عليه عددستed by this Security Instrument. If Bo	or sea the option to re notice shall provide a	acceleration. The	

B. TRANSFER OF THE PROPERTY OR A STATEFICIAL INTEREST IN BORROWER the notice.

The interest and 1 am required to pay at the first Change Date will not be greater than

the preceding twelve montra. My interest rate will never be greater than

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding then

(E) Effective Date of Change of the control payment date the Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment beginning on the first monthly payment.

any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for

in substantiality equal payments. The result of this calculation will be the new amount of my monthly payment. unpaid princinal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate The 140's Holder will then determine the amount of the monthly payment that would be sufficient to repay the

THE LEVY LUCISIES. SHALL THE AS USED IN THIS DOCUMENT

payment changes again.

(F) Notice of Changes

1,00.6

(D) Limits on Interest Rate Changes

MANE HOLYA'S ELOS

THIS RIDER is made this 2Ath day of MARCHamber, 1995 and is incorporated into and shall be deemed to amend and supplement the Mortgage and Note, both of the same date hereof given by the undersigned ("Borrower") to secure Borrower's Note to Standard Federal Bank for Savings ("Lender") covering the property described in the Mortgage and more commonly known as: 8149 W 83rd PL., JUSTICE, It 60458

COVENANTS, In addition to the covenants and agreements made in both the Mortgage and Note, Borrower and Lender further covenant and agree as follows:

A. Prepayment Penalty. Paragraph 5 of the Note shall be struck and

deletad in its entirety. The following shall be inserted in its place:

the property which secures this Note is improved with five (5) or more dwelling who or is real estate classified as Commercial or Special Purpose, a prepayment in equal to three (3) months interest will be charged on that part of the prepayment which exceeds twenty percent (20%) of the original principal amount of the loan.

Preservation (n/) Maintenance of Property; Leaseholds: (Borrower (a): shall not commit waste or pamit impairment or deterioration of the Property, (b): shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all of any partiof the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance, proceeds are available to cover in whole or in part the costs of such restoration : or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace. fixtures, equipment, machinery and appliances of the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances. regulations and requirements of any governmental loody applicable to the Property, (f) shall provide for professional management of the Property by a rental property manager satisfactory to Lender pursuant to a contract approved by Lender in writing, unless such requirement shall be waited by Lendersin: writing, (g) shall generally operate and maintain the Property ir a manner to ensure maximum rentals, and (h) shall give notice in writing to Lengen of and unless otherwise directed in writing by Lender appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Lender. Neither Borrower nor any tenant or other personshall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment. machinery and appliances with items of like kind.

If this Instrument is on a leasehold, Borrower (i) shall comply with the provisions of the ground lease, (ii) shall give immediate written notice to Lender of any default by lessor under the ground lease or of any notice received by Borrower from such lessor of any default under the ground lease by Borrower, (iii) shall exercise any option to renew or extend the ground lease and give

written confirmation thereof to Lender within thirty days after such option becomes exercisable, (iv) shall give immediate written notice to Lender of the commencement of any remedial proceedings under the ground lease by any party thereto and, if required by Lender shall permit Lender as Borrower's attorney-in-fact to control and act for Borrower in any such remedial proceedings, and (v) shall within thirty days after request by Lender obtain from the lessor under the ground lease and deliver to lender the lessor's estoppel certificate required thereunder, if any. Borrower hereby expressly transfers and assigns to Lender the benefit of all covenants contained in ground lease, whether or not such covenants run with the land, but Lender shall have no liability with respect to such covenants nor any other covenants contained in the ground lease.

Borrower shall not surrender the leasehold estate and interests herein conveyed not comminate or cancel the ground lease creating said estate and interests, and Borrower shall not, without the express written consent of Lender, alter or amend said ground lease. Borrower covenants and agrees that there shall not be a merger of the ground lease, or of the leasehold estate created thereby, with the fee estate covered by the ground lease by reason of said leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to such merger; if Borrower shall acquire such fee estate, then this instrument shall simultaneously and without further action be spread so as to excome a lien on such fee estate.

C. Assignment of Rents; Appointment of Receiver; Lender in Possession.

As part of the consideration for the indebtedness evidenced by the Note. Borrower hereby absolutely and unconditionally usuigns and transfers to Lender all the rents and revenues of the Property, including thus, now due, past due, or to become due by virtue of any lease or other agreements for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Lender or Lender's agents; provided, however, that prior to written notice given by Lender to Bonower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this instrument in the order provided in paragraph 3 hereof with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of

all rents and revenues of the Property as specified in this paragraphies the same become due and payable, including but not limited to rents then due and unpaid and all such rents shall immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such rents. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and pay such rents to Lender or Lender's agents on Lender's written demand to each tenant therefore, delivered to each tenant personally, by mall or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

assignment of rold rents, that Borrower has not performed, and will not perform any acts or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph, and that at the time of execution of this instrument there has been no anticipation or prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents. Somewer covenants that Borrower will not hereafter collect or accept payment of any nants of the Property more than two months prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lender ruch further assignments of rents and revenues of the Property as Lender may from time to time request.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Borrower may by expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the sums

secured by this Instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Instrument pursuant to paragraph 7 of the Mortgage. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

Any entering upon and taking and maintaining control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this instrument ceases to secure indebtedness held by Lender.

Rent Upon Possession. In the event of any such entry, and in the event of such taking of possession by the Lender pursuant to the provisions above stated, or in the event of the appointment of a receiver of rents or profits if any, action brought by the Lender by reason of the provisions of this Mortgage, the Borrower or any subsequent owner, if in possession of any portion of the mortgaged premises, shall be obligated to pay to the Lander or to the receiver of rents, a reasonable rental monthly in advance for the politic of the premises so occupied. In the event a receiver is appointed by reason of such default or breach, the amount of rent payable shall be determined upon an application to be made by the receiver to the court for a determination of the reasonable rental value payable by the Borrower, or any subsequent owner. In the great of a default in the payment of any amount of rent monthly in advance, to be determined as above stated, the Borrower, or any subsequent owner, his be dispossessed by the usual summary proceedings in the same manner that any defaulting tenant may likewise be dispossessed.

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

ATTEST: Considere E. Considere

COLE TAYLOR BANK/DROVERS NOT PERSONALLY BUT AS TRUSTEE

TITLE: TRUST OFFICER

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AS USED IN THIS DOCUMENT. THE TERM "TRUSTEE" SMALL MEAN "COLE TAYLOR BANK"