### UNOFFICIAL C

to Betterward (b) and the real part of the point of the period of the period of

CONTROL CONTROL (CAR) A HE MAN CONTROL

الحاصف مصيين الراقبة وإيهام إيهالها الم

Lawyers Title Insurance Corporation and this 22rd day of May and a lawyer and is incorporated into and shall be deemed to proad and supplement the Mortsone, Deed of Town or Security Recorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to First of America Bank-Illinois, N.A. 325 N. Milwalkoe Ave. Libertyville, IL GXVIS 1001

Approximately the control of the control of the control of the control of the "Lender") is necessited. The "Londor") and the "Londor"

of the same date and covering the property described in the Security Instrument located at 7400 Crowner Nov., The particle because of the property described in the Security Instrument located at 7400 Crowner Nov., The particle because of the property of

\$24.00

can the second of the second o

COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Londe, for thur covenant and agree as follows: a reserving minutes and account to the second

- A. A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in the Security instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatspever now or heresiter located in, on, or used; or intended to be used in connection with the Property, including, but not limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light, file prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water healers, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm vinctows, storm doors, screens, blinds, shades, curtains and curtain rous, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and ruditions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this Agreement and the Security Instrument as the "Property", a security in the
- B. ... USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change, A Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

1 + 151 d<del>a</del> 4

- e in a supported in a large Except as permitted by federal law Sorrower shall not allow any C. SUBORDINATE LIENS. lian inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission. The second of the second
- ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion.
- E. 🛬 ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION, 🦠 (1990) Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or  $\cong$ Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to the terms of the Security Instrument and (ii) Lender has given notice to the tenant (s) that the Rents are to be paid to Lender or Lender's agents, This assignment of Rents constitutes an absolute assignment for additional security only. Lawyers Title Insurance Corporation

2 K 10 - Region 200

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instruments; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs 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, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then the sums secured by the Security Instruments; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the property are not sufficient to cover the costs of taking control of and managing the Property and concellecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument.

Borrower (en) reents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any Act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

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

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

SEE TRUSTEE EXONERATION CLAUSE ATTACHED

All representations and undertiblings of OLYON BANK as trusted as ofered to and not a conductive are those of it's beneficiaries only and no towards is assumed by or shall be asserted against the OLYON BANK personally as a result of the signing of this instrument.

BY SWEKY	Deborah I. Brown Alexander Zong G
and the second	Vice President & Trust Officer
Borrower	$O_{N_{c}}$
· , ·	
Borrower	
Barrower	

On this 26th day of May in the year 19 95, before me personally appeared Deborah 1. Brown, V.P. & Trust Officer.

Notary Public

COOK County, Illinois

My Commission Expires:

OFFICIAL SEAL TRISHA M. DANNEL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3-8-97

95349946

This instrument is executed by Devon Bank, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by Devon Bank are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against devon Bank by reason of any of the covenants, statements, representation, indemnification or warrants expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that Devon Bank, shall rave no liability, contingent or otherwise, arising out of, or in any rey related to, (i) the presence, disposal, release of any hazardous materials on, over, under, from, or affecting the property of the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any law suit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

SO OFFICE

Property of Cook County Clark's Office

#### LEGAL DESCRIPTION:

The West 239.0 feet of the North 19.0 chains of the Southwest fractional 1/4 of Section 29, Township 41 North, Range 13 Mast of the Third Principal Meridian (excepting the North 1071.0 feet thereof) in Cook County, Illinois.

Door Cook Collins Control

Property of Coot County Clert's Office