WEEN RECORDED MAIL TO

97567986

FIDELITY FEDERAL BAVINGS BANK 5455 W. BELMONT AVE. CRICAGO, IL 60641

ATTN: LOAN Closing Department

2-006137-1

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- 15-11: IP 8-97-567988

FOOK TOURTY REFORDER

Jane Lohrmann This instrument was prepared by:
5455 W. BELMONT AVE. CHICAGO, IL 60641

### MULTIFAMILY MORTGAGE,

ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Security for Construction Loan Agreement)

1992., between the Mortgagor" irantor. Chica	this twenty-fourth of July Burns and Louedora Burns his wife, go Illinois 6061
(herein "Borrower"), and the Mort tag ie,	FIDELITY FEDERAL SAVINGE BANK
	199 organized and existing under the laws of
THE .UNITED . STATES OF AMERICA whose Publics	s is
5455 W. BELMONT AVE. CHICAGO, IL 1606	11 (herein "Lender").
WHERFAS, Borrower is indebted to Lender in the	principal sum of
	N. ATAPARD, FARTY, ft. 99/40Rars, which indebtedness is
	24, 3927 (herein "Note"), providing for
monthly installments of principal and interest, with	the balance of the indebtedness, if not sooner paid, due and
payable on .ANG485342022;	
	indebtedness evidenced by the Note, with interest thereon, and
	b) the repayment of an Siture advances, with interest thereon,
	30 hereof (herein "Future Advances"); (c) the performance of ned in a Construction Loan Agreement between Lender and
Borrower dated N/A 19	., if any, as provided in paragraph 25 hereof; (d) the payment
of all other sums, with interest thereon, advanced in	accordance herewith to protect the security of this Instrument;
and (e) the performance of the covenants and agre	ements of Borrower herein contained, Bossewer does hereby
mortgage, grant, convey and assign to I	ender the following described preparty located in
Cook County	., State of Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

ATTORNEY'S NATIONAL TITLE NETWORK, INC.

Permanent. Tax Index No: 20-26-214-030-0000

20-26-214-031-0000

Property Address:

'250-56 S. Blackstone Chicago Illinois 60619

ILLINOIS-Multifamily-1/77-FNMA/FHEMC Uniform Instrument

INITIALS WE EB \_\_\_\_

C966 (page 1 of 8 pages)

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every nature whatsoever now or hereafter located in those for the purposes of supplying or distributing equipment, the presention and extinguishing appara-	and tenements now or betwelfer creeted on the monorty, and all heretofore or hereafter vacal d alleys it blus, pourter unces, cords, coyalties, universal oil are not rights and profits, water, water rights, and tess, machines, composed, engines bolives incline stars, building materials, appliances and goods of , or on, or used, or intended to be used in connection with the property, including, but not limited to, heating, cooling, electricity, gas, water, air and light, and all elevators, and related machinery and us, security and access control apparatus, plumbing, both tubs, water heaters, water closets, which, ranges, dryers, awnings, storm windows, storm doors, screen , blinds, shades, curtains and curtain rods, mirrors,
cabinets, panelling, rugs, attached floor coverings	flurniture, pictures, antennas, trees and plants, and
	тиванитовичнитивнитивнитивнительна валити нат
	by this Instrument, and all of the foregoing, togethe: with said property (or the leavehold est to in the effect of as the "Property"

Borrower covenants that Horrower is lawfully exced of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the pround lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder). If at the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants, Morrover and Lender cover and and agree as follows

- E. PAYSIEST OF PROCEPAL AND INFERENT. Horrower shall promptly pay when due the principal of and interest on the indebted less evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Instrument
- 2. FUNDS FOR TAXES, C.SURANCE AND OFHER CHARGES. Subject to applicable law or to a written waiver by Lender. Horrov er shall pay to Lender on the day monthly laward, wents of principal or interest are payable under the Note (or an another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Payable") equal to one-twellth of (a) the yearly water and sewer rates and taxes and assessments which may be evied on the Property (b) the yearly ground rent. If any, (c) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other Insurance covering the Property as Lender, only reculte pursuant to paragraph 5 hereof, (d) the yearly premium installments for mortgage in unance, if any, and (o) if this Instrument is on a feasehold, the yearly fixed rents, if any, under the ground lease, all as a asonably estimated inhially and firm time to 1 me by Lender on the basis of assessments and bills at a reasonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discribior, at my time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, premiums, assessments, and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender' interest (the rein "Other Impositions"). Unless others se provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrow er in a turn of an or in periodic installments, at Lenter's option.

The Funds shall be held in an institution(s) the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lei der if i ender is such an institution). I ender shall apply the Funds to pay said lates, rend, taxes, assessments, insurance premiums and Other Impositions so long as Horrower is not in breach of any covenant or a treement of Horrower in the Instrument. Lender shall make no change for so holding and applying the Funds, analyzing said account or for verifying any compiling said assessments in I bills, unless Lender pays Horrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. Horrower and Lender may agree in writing at the time of execution of this Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made v, applicable law requires interest, earnings or profits to be paid, Lender shall not be required to pay Horrower any interest earnings or profits on the Funds. Lender's normal tormat showing credits and debits to the Funds and the response for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Instrument.

If the amount of the Fur ds held by Lender at the time of the annual accounting thereof shall execute he amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, as essments, insurance premiums, rents and Other Impositions, as they fall due, such excess shall be credited to betrower on the next monthly installment or it stallments of Funds due. If at any time the amount of the dunds held by Lender shall be test than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as the fall due, Biotomic, shall pay to Lender any amount necessary to make up the defletency within thirty days after notice from Lender to Borrower requesting payment thereof

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, I ender may apply, in any amount and in any order as Leader shall determine in Leader's sole discretion, any Funds held by Leader at the time of application (i) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions which are now or will here after become due, or (ii) as a credit against sums secured by this Instrument. Upon payment in full of all sums secured by this Instrument, Leader shall promptly refund to Borrower any Funds held by Leade

- 3. APPLICATION OF PAYMENTS. Unless a pilicable law provides otherwise, all payments received by Lender from Horrower under the Note of this Instrument shall be applied by Lender in the folio ving order of priority. (i) amounts payable to Lender by Borrower under paragraph 2 hereof; (ii) interest payable on the Note, (iii) principal of the Note, (iv) interest payable on advances made pursuant to paragraph 8 hereof; (vi) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding. Under may apply payments received among the amounts of in crest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vii) principal of any Future Advances in such order than one Future Advance is outstanding. Lender may apply payments received among the principal balances of the Future Advances in such order as Lender, in Lender's corder as Lender, in Lender's corder as Lender, in Lender's corder as Lender, at Lender's corder as Lender, provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall no otherwise affect the order of priority of application specified in this paragraph.)
- 4. CHARGES: LIENS. Horrower shall pay a water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributeble to the Property at Lender's option in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payer thereof, or in such other mariner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph 4, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall primptly discharge any flen which has, or may have, pilority over or equality with, the flen of this instrument, and Borrower shall pay when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property.

5. HAZARD INSURANCE. Iterroper shall kee the in proventing hew Asting or harafter creeks to the Property insured by carriers at all times satisfactors to Lender against loss his first, the desired ded within the term "vield discoverage" and on such other hazards, casualties, it ibilities and contingencies as I ender rand. If this instrument is on a leasehold, the ground lease) shall require and in such amounts and for such periods as I ender shall require. All premiums or insurance policies shall be paid, at I ender's option, in the manner provided under paragraph 2 hereof, or by Horrower making payment, when due, directly to the carrier, or in such other manner as I ender may designate in writing

'All insurance policies and renewals ther of shall be in a form acceptable to Lender and shall include a standard morigage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Horrower shall promptly furnish to Lender all renewal molices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender. If this instrument is on a leasehold, Borrower shall furnish Lender a duplicate of all policies, renewal notices, renewal policies and receipts of paid premiums it, by virtue of the ground lease, the originals thereof may not be supplied by Borrower to Lender.

In the event of loss. Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to malle proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any retion arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds, provided however, that not ting contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. Horrower further authorizes Lender, at Lender's option (to) to hold the halance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property or (to) to apply the balance of such proceeds to the payment of the sums secured by this Instrument whether or not then due, in the order of application set forth in paragraph 3 hereof (subject, however, to the rights of the lessor under the ground lease if this Instrument is on a leasehold).

If the insurance proceeds are held by Lei der to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of proceeds or a condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of overs, worm statemen s of mechanics and materialmen and such other evidence of costs, percentige completion of construction, application of payments, and advistaction of lie is as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the morthly installments referred to in paragraphs 1 and 2 here of or change the amounts of such installments. If the Property is sold pursuant to paragraph 27 hereof or if Lender acquires title to the Property, Lender shall have all of the reperty prior to such safe or acquiration.

n. PRESERVATION AND MAINTENANCE OF PROPERTY: LEASEHOLDS. Borrower (a) shall not commit write or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair premptly and in a good and worknanlike manner all of any part of the Property to the equivalent of the original condition, or such other condition as Lender may approve in writing, in the excit of any damage, injury or loss thereto, whether or not insurance proceed care as illable 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 diereon in good repair and shall replace fixtures, equipment, mach nery and appliances on the Property when necessars to keep such licenam good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Projecty. (f) shall provide for professional management of the Property by a residential rental property manager satisfactory to Lender pursoant to a contract approved by Lender in virture, unless such requirement shall be waised by Lender in writing. (g) shall generally operate and maintain the Property in a manner to ensure maximum rent als, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and detend ans action or proceeding purposting to affect the Property, the security of this Instrument or the rights or powers of Lender Reither Borrower nor any tenant in other person shall remove, denoths or after any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliances with items of like kind

If this Instrument is on a leasehold. Bur over (i) shall comply with the provisions of the ground lease, (ii) shall give immediate written notice to I ender of any default by fessor under the ground lease by Horrower. (iii) shall exercise any option to renew or extend the ground lease and give written confirmation dereof to I ender within thirty days after such option becomes exercisable. (iv) shall give immediate written notice to I ender of the commencement or programmed and for Borrower the ground lease by any parts thereto and, if required by I ender, shall bermit I ender as Borrower's attorney-to-fact to control and not for Borrower's any such remedial proceedings and (v) shall within thirty days after requert hy I ender obtain from the less or under the ground lease and distret to Lender the lessor's estoppel certificate required thereunder, if any. Horrower hereby expressly transfers and assigns to I ender the benefit of all consensus contained in the ground lease, whether or not such covenants run with the land, but I ender shall have no liability with respect to such covenants nor my other edvenants contained in the ground lease.

Horrower shall not surrender the leasehold estate and interests herein conveyed nor terminate or cancel the pround lease, ceating said estate and interests, and Borrower shall not, without the express written consent of Lender, after or amend said ground lease. Horrower covernants and agrees that there shall not be a merger of the ground lease, or of the leas shold estate created thereby, with the fee estate covered by the ground lease by remon 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, it storrower shall acquire such fee estate, then this lostroment shall sin ultaneously and without further action be spread so as to become a flen on such fee estate.

- 7. UNE OF PROPERTY. Unless required by applicable law or unless Lender has otherwise agreed in writing. Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property with out Lender's prior written consent.
- 8. PROTECTION OF LENDER'S SECCRITY. If Borrower fails to perform the covenants and agreements contained in this Instrument, or if any action or proceeding is communiced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, emment domain, involvency, code enforcement, or arrangements or proceedings involving a bankrapt or decedent, then Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorner's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof, and (by) if this Instrument is on a leasehold, exercise of any option to renew or extend the ground lease on behalf of Borrower and the curing of any default of Borrower in the terms and conditions of the ground lease.

Any amounts disbursed by Lender purs and to this paragraph 8, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall be at interest from the date of disbursement at the rate stated in the Note unless collection from Borrower 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. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder.

- 9. INSPECTION. Lender may make or the end to make restinguing entire upon and impact may I me Properly

  10. HOORS AND RECORDS. But was stall to p and multiple in the time at Horro certaildress intended below, or such other place as Lender 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 shalt be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within one fundred and trienty days after the end of each fiscal year of Borrower, a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reisonable detail and certified by Borrower and, if Lender shall require, by an independent cartified public accountant. Borrower shall formish, together with the foregoing financial statements and at any time upon Lender's request, a rent schedule for the Property, certified by flor ower, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent psyable and the rent paid
- 11. CONDEMNATION. Forrower shall promptly notify Lender of any action or proceeding relating to may condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes I ender, at Lender's option, as attorney-in-fact for Horrower, to commence, appear in any prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condomnation or other taking of the Property, whether direct or indirect, and to so the or compromise any claim in connection with such condennation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in fleu of condemnation, are hereby assigned to and shall be paid to Lender subject, if this instrument is on a leasehold, to the rights of lessor under the ground

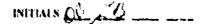
Horrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the correction of vich any units, at I ender's option, to restoration or repair of the Property of to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 he god or change the amount of with installments. Botrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such conferential or taking as I ender may require

- 12. HORROWER AND LASS OF RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Horrower, Borrower's successors or assigns or of any funior fienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of dorrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable of any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the tien of this Instrument any part of the Property, take or release other or additional security, recorvey any part of the Property, consent to any map or plan of the Property, colors also the granting of any extension, join in any extension or subordination agreement, and agree in writing with Horrower to modify the rate of interest or pariod of amortization of the Note or change the amount of the monthly installments payable the counder. Any methors taken by Lender pursuant to the terms of this paragraph 12 shall not affect the obligation of Horrower or Horrower's successors or as again to pay the sums secured by this instrument and to observe the governants of florrower contained herein, shall not affect the guarancy of any person, corporation. partnership or other entity for payment of the indebtedness socioned hereby, and shall not affect the lien or priority of lien bereof on the Property. It property shall pay Lender a reasonable service charge, together with such die resurance premiums and attorney's fees as may be incurred at Lender's ortion, for ans such action if taken at Horrower's request
- 13. FORBEARANCE BY LENDER NOT A WAIVER. Any forbracance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of heavight or remedy. The acceptance of Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Levigo's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by I ender shall not be a waiver of I ender's right to accelerate the maturity of the indebtedness secured by this Instrument, not shall Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 14 hereof operate to care or wait; the trower's default in payment of sums secured by this Instrument
- 14. ESTOPPEL CENTIFICATE. Borrower shall within ten days of a written request from Lender furnish Lander with a written statement, duly acknowledged, setting for hithe sums secured by this instrument and any right of secoff, count related or other defense which exists against such sums and the obligations of this Instrument
- 15. UNIFORM COMMERCIAL CORE SECURITY AGREEMENT. This Instrument is intended to be a security agreemen, pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable tay, may be subject to a security interest pursuant to the Uniform Commercial Code, and Horrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Instrument, of a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for an of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statement shall be participat as a financing statement in 🕼 addition. Horrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extend one renewals and amendments 👟 🖟 thereof, and reproductions of this Instrument in such form as 1 ender may require to perfect a security interest with respect to said items. Borrowes shall pay 273 all costs of filing such fin menny statements and any extensions, renewals, amendments and releases thereof, and shall pay all pay all payable costs and expenses of any record searches for thinneling statements I ender may reasonably require. Without the prior written consent of Lender, Romener shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Horrower contained is this Instrument, including the covenants to pay when due all sams secured by this Instrument. Lender shall have the remedies of a secured party ander the Uniform Commercial Code and, at Lender's option, may also suvoke the remedies provided in paragraph 27 of this Instrument as to such items. It exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lember's remedies under the Uniform Committed Code or of the remedies provided in paragraph 27 of this Instrument
- 16. LEASES OF THE PROPERTY. As used in this paragraph 16, the word "lease" shall mean "sublease" if this instrument is on a leasehold. Borrower shall comply with and observe Borrower's obligations as landlord under all leases of the Property or any part thereof. Horrower will not lease any portion of the Froperty for non-residential use except with the prior written approval of Lender. Borrower, at I ender's request, shall furnish I ender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. All leases of the Property shall specifically provide that such leases are subordinate to this Instrument, that the tenant attorns to Lender, such attornment to be effective upon Lender's requirition of title to the Property, that the tenant agrees to execute such further evidences of attornment as I ender may from time to time request, that the attornment of the tenant shall not be terminated by foreclosure, and coat I ender may, at 1 ender's option, accept or reject such attornments. Borrower shall not, without I ender's written consent, execute, modify, surrender or terminate, either orally or in writing, and lease now existing or bereafter made of all or any part of the Property providing for a term of three years or in see, permit an assignment or sublease of such a lease without I ender's written consent, or request or consent to the subordination of any lease of all or any part of the Proper's to any lien sub-irdinate to this Instrument. If Horrower becomes, tware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of secolf against rent. Horrower shall (i) take such steps as shall be reasonably calculated to prevent the account of any right to a seconf-

against rent. (ii) notify I ender thereof and of the account of side statistical (iv) within tendance after such account reinhurse the tenant who shall have acquired such right to set-off or take side of cultivations shall effect they discharge such set off and as shall account that rents thereafter due thalf continue to be payable without set-off or deduction.

Upon Lender's request, Borrower shall assign to Lender, by written instrument satisfactory to Lender, all leases now existing or bereafter made of all or any paix of the Property and all security deposits made by tenants in connection with such leases of the Property. Upon assignment by Borrower to Lender of any leases of the Property, Lender shall have all of the rights and powers possessed by Borrower prior to such assignment and Lender shall have the right to modify, extend or terminate such existing leases and to execute new leases, in Lender's sole discretion.

- 17. REMEDIES CUMULATIVE Fach remedy provided in this instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever
- 18. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. If Borrower shall voluntarily file a petition under the Federal Bankrupicy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankrupicy, insolvency, arrangements or reorganizations, or under any state bankrupicy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if florrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of florrower, or if florrower shall be adjudged a bankrupt, or if a trostee or receiver shall be appointed for Horrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if florrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Lender scoption, declare all of the sums secured by this Instrument to be ammediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 27 of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforestid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 8 bereof
- 19. TRANSFERS OF 240: PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION. On sale or transfer of (i) all, or any part of the Property, or any interest therein, or (ii) beneficial interests in Horrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legg/cntiry). I ender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedie; permitted by paragraph 27 of this Instrument. This option shall not apply in case of
  - (a) transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner,
  - (b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Lender and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including, if required by Lander, an increase in the rate of interes: payable under the No. c.
  - (c) the grant of a leasehold interest in a part of the Property of three years or less (or such longer lease term as Lender may permit by prior written approvably not containing an option to purchase ( seep, any interest in the ground lease, if this Instrument is on a leasehold),
- (d) sales or transfers of beneficial interests in Borrower provided that such sales or transfers, together with any prior sales or transfers of benefic al interests in Borrower, but excluding sales or transfers under subpergraphs (a) and (b) above, do not result in more than 49% of the beneficial interests in Borrower having been sold or transferred since commencement of amortization of the Note, and
- (e) sales or transfers of fixtures or any personal property pursuant to the first paragraph of paragraph 6 hereof
- 20. NOTICE. Except for any notice required under applicable institute in another manner, (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by certified mail address of a Borrower at Borrower's address stated below or at such off er address as Borrower may designate by notice to Lender as provided herein, and (b) any or sice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as I ender may designate or notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Lender other given in the manner designated herein.
- 21. SUCCESSORS AND ASSIGNS BOUND: JOINT AND SEVERAL LIABILITY UMENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereinder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the previsions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any action appropriate for herein, Lender may act through its employees, agents or independent contractors as authorized by You'er. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions become.
- 22. UNIFORM MULTIFAMILY INSTRUMENT; GOVERNING LAW; SEVERABILITY. This form of multifamily instrument combines unform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property and related flatures and personal property. This instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this instrument on the Note receiverable in the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this instrument or in the Note, whether considered separately or together with other charges levied in connection with instrument and the Note, who hav, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this instrument or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.
- 23. WAIVER OF STATUTE OF LIMITATIONS. Horrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument.
- 24. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other perty. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Leader shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the temedies provided herein. Borrower, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Property and who has actual or construction notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.



25. CONSTRUCTION LOAN PROVINIONS. Homover agrees to comply with the coverants and conditions of the Construction I can Agreement, if any, which is hereby incorporated by received or add mode a page of this instrument. All all vances made are either pursuant to the Construction Loan Agreement whall be indebtedness of forces received by this Instrument, and sublements may be obligatory as provided in the Construction I can Agreement. All sums disbursed by I ender prior to completion of the improvements to protect the accurity of this instrument up to the principal amount of the Note shall be treated as disbursements pursuant to the Construction I can Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such announts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from 1 ender to Borrower requesting payment therefor

From time to time as I ender deems necessary to protect I ender's interests, Horrower shall, upon request of I ender, execute and deliver to I ender, in such form as I ender shall direct, assignments of any and all rights or claims which relate to the construction of the Property and which Borrower has been against any party supplying or who has supplied labor, materials or services in connection with construction of the Property. In case of I reach by Borrower of the covenants and conditions of the Construction I oan Agreement, I ender, at I ender's option, with or without entry upon the Property. (i) may myoke any of the rights or remedies provided in the Construction I oan Agreement, (ii) may accelerate the sums secured by this Instrument and invoke show remedies provided in paragraph 27 hereof, or (iii) may do both. If, after the commencement of amortization of the Note, the Note and this Instrument and Borrower shall not assert any right of selsoff counterclaim or other claim or defense arising out of or in connection with the Construction I oan Agreement against the obligations of the Note and this Instrument

26. ASSIGNMENT OF RES IN: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As part of the consideration for the indebtedness evidenced by the Note. Hor ower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Incl. ding. those now due, past the, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property. (gar Bess of to whom the rend and revenues of the Property are payable. Horrower hereby authorizes I ender or I ender's agents to collect the aforesaid, entit and revenues and hereby directs such tenant of the Property to pay such rents to Lender or Lender's agenty, provided, however, that prior to written notice a iven hy Lender to Horrower of the French by Horrower of any covernant or agreement of Horrower in this Instrument, Horrower shall collect and receive all sents and reverues of the Property is 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 a tragraph. Unercof with the balance, so long as no such breach has occurred, to the account of Horrower. It being intended by Horrower and Lender that are exsignment of rents constitutes an absolute assignment and not an assignment for additional security or ly. Upon delivery of written notice by Lender to Corrower of the breach by Horrower of any covenant or agreement of Horrower 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, I er der shall immediabily be entitled to sossession of all realizand revenues of the Property as specified in this paragraph 26 as the same become due and payable. including but not limited to rents then due and unppid, and all such rents shall immediately upon delivery of such notice be held by Borrower as truste; for the benefit of Lender only, provided, however, that the viriller notice by Lender to Borrower of the breach by Horrower shall contain a statement that Lender exercises its rights to such rants. Borrower agrees that commencing upon delivery of such written notice of Berrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and favouch rents to Lender or Lender's agents on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering suc (de used to each rental unit, without any liability on the part of said tenant to inquise further as to the existence of a default by Horrower

Horrower hereby covenants that Borrower has not executed any price assignment of said rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which could prevent Lender from exercising its rights under this paragraph 26, and that at the time of execution of this Instrument there has been no anticipation or peoperated of any of the Property for more than two more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any cents 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 such further assignments of ents and revenues of the Property as Lender may from time to time request.

Upon Borrower's breach of any covenant or agreement of Horrower 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, encediation or modification of leases, the collection of all rents and resenues of the Property, the making of repairs to the Property and the execution or terrification 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 seed the appointment of a receiver to the Property upon Borrower's breach of any covenant or agreement of Borrower's this Instrument, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable feet or so managing the Property

All rents and revenue a collected subsequent to delivery of written notice by Lender to Horrower of the breach by Horrower of any covenant or agreement of Horrower 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, premains on receiver's bonds, costs of repairs to the Property, previous on Insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lesson (In a dlord of the Property and then to the sums secure 1 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 hable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Horrower or anyone having an interest in the Property by reason of anything done or left unione by Lender under this paragraph 26.

If the rents of the Proserty are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any of taking control of and managing the Property and collecting the rents, any of taking expended by Lender 1 or such purposes shall become indebtedness of Borrower to Lender secured by this Instrument pursuant to paragraph 3 hereof property 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 be at 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 rany be collected from Borrower under applicable law.

Any entering upon and taking and maintaining of 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.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows.

27. ACCELERATION: DESTEDIES. Upon Horrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's obtain may declare all of the sums secured by this Instrument to be inunciliately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to offeet all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.

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tereunto duly authorized.	it or has caused the same to be executed by its representative
Olbert Burns	Louedors Burns
<i>/</i> -	
	•••••••••••••••••••••••••••••••••••••••
Ope	Dorrower's Address
040	Chicago Illinois 50617
	·20,
	OFF.

28. RELEANE. Upon pmy nept of all sums secured by this instrument, Lender shall release this instrument. Borrower shall pay Lender's reasonable costs

29. WAIVER OF HOMESTEAD AND REDEMETION. Horrower hereby waives all right of homestead exemption in the Property. If Borrower is a corporation, Borrower here sy waives all right of redemption on behalf or Borrower and on behalf of all other persons acquiring any interest or title in the

incurred in releasing this Instrument.

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STATE OF ILLINOIS,	
The foregoing instrument was acknowledged before me this	
	(dute)
(person acknowledging)	(office)
(name of corporation)	corporation, on behalf (state)
of the corporation	
My Commission Expires	
ory Commission Expects	Notary Public
INDIVIDUAL A	CKNOWLEDGMENT
STATE OF ILLISOIS,	
	, a Notary Public in and for said county and state, do hereby certify that
	<u> </u>
	Well in surantier well all and and all we see a hand well
	subscribed to the foregoing instrument, appeared before me this day in
	instrument as free and voluntary act, for the uses and
purposes therein set forth	<i></i> ;
Given under my hand and official seal, this day o	The state of the s
My Commission Expires (1.31) SEAU (1.31)	Notary Public
The second of th	
my think State of Illinois &	· O,
INDIVIDUAL LIMITED PAR	THERSHIP ACKNOWLEDGMENT
Alexander December 1	
State of Iterson,	
The foregoing instrument was acknowledged before methis	(date)
	, general partner on behalf of
(person acknowledging)	T i Out makes how
(name of parts, rship)	a fil u.ed partnership
My Commission Expans	
•	Notary Puric
CORPORATE LIMITED PAR	THERSHIP ACKNOWLEDGMENT
STATE OF TOUSOIS,, County as	
The foregoing it strument was acknowledged before me this	
h	(date)
(name of officer)	(office)
(name of corporation)	(state)
general partner on behalf of(name of partnership)	, a limited partnership
My Commission Expres	(11111111111111111111111111111111111111
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#### PARCEL 1:

LCT 47 AND LOT 48 IN BLOCK 15 OF JOHN G. SHORTALL TRUSTEE'S SUBSIVIDSION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 46 IN BLOCK 15 OF JOHN G. SHORTALL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK TO COUNTY CORTES OFFICE COUNTY, ILLINOIS.

### ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 24th day of July . 1997, 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

Fidelity Federal Savings Bank 5455 W. Belmont Ava. Chacago, IL 60641

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

7270 56 B. Blackstone Chicago Illinois 60619

[Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANT% by 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 rate of the interest rate and the morthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of August , 2002 , and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

-888B(9498)

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 five years, as made available by the Federal Reserve toard.

The most recent Index figure available as of the cate: \ \times \ \ 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 that 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

THREE AND ONE-HALF percentage point(s) ( 3.500 %) to the Current Index.

The Note Holder will ther round the result of this addition to the | X|Nearest | | Next Highest | | Next Lowest one-eighth percent ( 0.125 %). Subject to the limits

stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE HATE RIDER - Sing's Family

Pige 1 of 2

VMP MORTGAGE FORMS - (800)521-7291

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unp in s

annual principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.
(D) Limits on Interest Rate Changes
(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)
(t) There will be no maximum limit on interest rate changes.
(2) The interest rate I am required to pay at the first Change Date will not be greater than %.
(3) My interest rate will never be increased or decreased on any single Change Date by more than two percentage point(s) ( 2.000 %) from
the rate of interest I have been paying for the preceding period.
(4) My interest rate will never be greater than 24.750 %, which is called the "Maximum Rate."
(E) Effective Date of Changes
My new interest rate will become effective on each 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 changes again.
(F) Notice of Changes
The Note Holder will delive: w 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
the notice.
B. TRANSFER OF THE PROPERTY OUR PENEFICIAL INTEREST IN BORROWER

### B. 1

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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, water 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender regionably determines that Lender's security will not be impaired by the four assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to I ender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obliga ex the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrow r will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in virting.

If Lender exercises the option to require immediate payment in full, Lender 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Lecurity Instrument without further notice or demand on Borrower.

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

(Scal) Circles Burns (Scal) Harrower (Scal) (Sca ) - Horrawet Borrower

.899 B(9408)

\*\* DEFIT-OL RECORDING \*\* 100K (OUNTY RECORDING \*\* 141.50

Property of Cook County Clark's Office