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DEPT-01 RECORDING

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\$2064 \$ RC #-98-799968

. COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by:

Law Offices of Samuel M. Einworn

5600 River Road, Suite 805, Rosemont, IL 60018

DEPT-10 PEHALTY

\$34.00

MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (Socurity For Committeetion Loan Agreement)

THIS MORTGAGE, Letein "Instrument") is made this ... 28 day of ... August 1998 between the Mortgage (Crantos). Triad Management, Inc.

whose address is 5901 N... Circup, Suite 409, Chicago, II, 60646 (herein "Borrower"), and the Mortgage. James H. Stiles

whose address is 7.05 Manor Hill, Aurora, IL 60506

Whereas Borrower is indebted to Lendre in the principal sum of One Hundred Seventy

Four Thousand and No/10 the principal sum of One Hundred Seventy

Four Thousand and No/10 the principal sum of One Hundred Seventy

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Four Thousand and No/10 the principal sum of One Hundred Seventy

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Four Thousand Independent of Independent of the indebtedness of the indebtedness, if not sooner paid, due and payable on September 1, 2003

To Secure to Lenung (a) the repayment of the indebtedness of the indebtedness, if not sooner paid, due and all renewals, extensions and modifications thereof; (b) the repayment of Seventy of the Interest thereon, and all other sums, with interest thereon, and interest thereon, advanced in a Construction Loan as more believed and seventy in the Interest thereon, and all other sums, with interest thereon, advanced in accordance herewith to protect the coverage (d) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the coverage (d) the payment of the seventy of this Instrument; and (e) the performance of the covenants and agreements of Borrower herein contained, Borrow or does hereby mortgage, grant, convey and assign to Lender the lea

* Delete bracketed material if not completed.

and known as 3200 West Fulton Avenue, Chicago, Illinois and legally described on Exhibit "A" attached herein

eny located in City of Chicago, County State of Illinois:

06

98799968

Form 4014 (page 1 of 8 pages)

Property of County Clerks TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, tents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, both tubs, water heaters, water closets, sinks, ranges, stoves, refeigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furnitute,

shall be deemed to be and remain a part of the real property covered by this instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this instrument is on a leasehold) are nevent referred to as the "Property".

pictures, antennas, trees and plants, and

Borrower covenants that Borrower is lawfully seised 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 ground 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), that the Property is unensumbsted, 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.

Form 4014 (page 2 of 8 pages)

TRIL by

and

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the pursopal of and interest on the indebtedness 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, INSURANCE AND OTHER CHARGES. Subject to applicable faw of to a written waiver by Lender, Bostower shall pay to Lender on the day monthly installments of principal or interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twelch of (a) sho d taxes as is which may be levied on the Property, (b) she yearly grou Any warrer by Lander of a requirement that Bostower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon

The Funds shall be held in an institution(a) the deposits on accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said research a tales, a mag at Norrower Is not in breach of any covenant or agreement of Borrower in this Instrument. Lender shall make no charge for an holding and applying the Funds, analyzing said account or for verifying and compiling unit assessments and bills, as se profite on the Burnie and applicable law paramin Landar to make such a charge. Bornwer and Lander may agree in pat the time of execution of this Instrument that interest on the Funds thall be paid to Borrower, an nes de profuses he ruid. Lembre shall mas ha san 🏓 Lee fer shall give to Bortower, without charge, an annual accounting of the Punds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this

and the Funds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of water d grays calls, (23(5) and nn as they fall due, such excess shall be credited to be prower on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by London to pay water er, (ALCS., MA 🖦 as they fall the Borrower shall pay to Lender any amount necessary to make up the deficiency within tality days after notice from Lander to Bostower requesting payment thereof.

Upon Porrower's breach of any cor chair to agreement of Borrower in this Instrument, Lender may apply, in any amount and in any order as Lender thall determine in Lender's sole at the transfer and the state of application (i) to payeases, sents, taxes, in ions which are now or will hereafter become due, or (ii) as a credit against sums secured by this instrument. Upon payment in full of all sums secured by this instruction, Lender shall promptly refund to Borrower any Funds held by Lender

- 3. APPLICATION OF PAYMENTS. Unless applicable latter provides otherwise, all payments received by Lender from Bostower under the Note or this Instrument shall be applied by Lender in the foil; in a vider of priority: (1) amounts payable to Lender by Rotrowet under paragraph 2 heroof, (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to paragraph 8 heroof; (1) principal of advances made pursuant to paragraph 8 hereof; (vi. ii crest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender. In Lender's sole discretion, may determine: (vii) principal of my Fir are Advance, provided that if mote than one Future Advance is outstanding. Lender may apply payment received among the principal or honor of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (vili) any other sums secured by this Instru near in such order as Lender, as Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable provided to paragraph 8 flereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of anythm ton specified in this paragraph 3.
- 4. CHARGES; LIENS. Bostower shall pay all water and sower rates, tents, taxes, assesting it, remiums, and Other Impositions attributable to temana winder parragraphia horpet en if nec per l by Borrower making payment when due, directly to the payer thereof, ee Borrower shall promptly discharge any lien which has, or may hat a priority over or equality with, the lien of this instrument, and Bottower shall pay, when due, the claims of all persons supplying labor of materials across connection with the Property.
- 5. HAZARD INSURANCE. Borrower thall keep the improvements now existing or hereafter erected on the Proper, limited by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", an habilities and ion. All premiums on insurance policies shall be paid, as L safe so by Borrower making payment, when due, directly to the carrier, as is

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in lave of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renew it notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a tenew is policy in form satisfactory to Lender. If this Instrument is on a leasehold, Borrower shall furnish Lender a duplicate of all policies, renewal notices. tenewal policies and receipts of paid premiums if, by virtue of the ground lease, the originals theoref may not be supplied by Bierrower to Lender

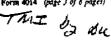
In the event of loss, Borrower shall give immediate written notice to the insurance earnier and to Lender. But

ey, the Property shall be testored to the equivalent of its original condition or such other condition as Lender may approve in writing. Le applied to the payment of the name secured by this instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs. I and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to paragraph 21 hereof or if Lender acquires rule to the Property, Lender shall have all of the right, tiths and interest of Borrower in and to any insurance policies and uncarned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such cale or

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Bottower (a) thall not continue waste or permit impairment or deterioration of the Property. (b) thall not abandon the Property. (c) thall restote or repair promptly and in a good and workmanlike manner all

Uniform Corenants - Multifamily - 1/77 - FNMA/FILMC Uniform Instrument

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or any part of the Property to the expectation of a signal conduct, a sucross percondition as tender may a proper in vitting, 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, fictures, equipment, machinery and appliances thereon in good repair, (e) shall employ with all laws, ordinances, regulations and tenutrements of any governmental body applicable to the Property, (e) shall provide for professional insurant and the Property by a residualist sensal property manager, satisfactory to Lember fourtaint in a contract appropried by Lender to maximum tentals, and (h) shall give notice in writing to Lender 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 flustrument of the tights or powers of Lender. Appears not any tenator or other person shall remove, demolish or alter any improvement now existing or hereafter exceed 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 leasabold, Bornwer (1) shall comply with the provisions of the ground lease, (ii) shall give immediate united next to Lender of any default by leasor 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 configuration referred to Lender within (thry 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 set for Borrower in any such remedial proceedings and (5.) their within thirty days after request by Lender obtain from the lessor under the ground lease and deliver to Lender the lessor), support certificate required thereunder, if any. Borrower hereby expressly stansfers and assigns to Lender the benefit of all comments contained in the ground lease, whether or not such covernants run with the land, but Lender shall have no liability with the treatments contained in the ground lease.

and interests, and Borrower shall not, without the express written consent of Lender, alter or amend said ground lease. Rosewer coveraints and agrees the force shall not be a neerger of the ground lease, or of the leasehold estate created whereby, with the fee estate covered by the ground lease, it has no of said leasehold estate or said fee estate on any part of either, coming into common ownership, unless Lender shall consent in writing to such merger; if Bossever day acquire such fee estate, then this Instrument shall simultaneously and without further action be spread so

- 7. USE OF PROPERTY Unlets 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. Better the statement was executed. Better the statement was executed.
- 8. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Instrument, or if any action of proceeding is commented which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enfortsment, or attrangement or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disbures used to a supplementation of sale tuch action as Lender deems necessary, in its sole discretion, to protect lender's interest, including, but not limited to, (i) distursment of salestering test, (ii) entry upon the Property to make repairs, (iii) procurement of salestering hastrance as provided in paragraph's bateof and (iv.) if this Instrument is on a least-hold, 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 pursuant to trus part graph B, with interest thereion, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender per conduct terms of payment, such amounts shall be immediately due and payable and shall be at interest from the date of disbursement at the rate tates in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall be interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lende 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 is this q traggaph 8 thall tequire Lender to incur any expense or take any action hereunder.

- 9. INSPECTION. Lender may make or cause to be made reasonable entires one a riid inspections of the Property.
- 10. BUDKS AND RECORDS. Borrower shall keep and maintain at all times at Bur, we haddress stated below, as such other place as Leader may appear in mining complete and accurate books of accounts and records adequate to ter, or correctly the results of the operation of the Property and copies of all written contracts, leasts and other instruments which affect the Property and books, results, accounts the least of the state of the property and copies of all written contracts, leasts and other instruments which affect the Property and books, accounts the state of the property and a statement of changes in financial position, each in reasonable detail and certified by I stowe, and, if Lender shall require, by an independent certified public accountant. Borrower shall foreign together with the foregoing financial liter ents and at any other time upon Lender's request, a contractable for the Property, certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied.
- 11. CONDEMNATION. Borrower shall promptly notify Lender of any action or proceeding relating to any conformation or other taking, whether direct or indirect, of the Property, or past thereof, and Borrower shall appear in and prosecute any such act on or proceeding enforcement of the property of the Property, or past thereof oping, as attended by bonder in thing. Borrower entheries London, at the past to the property of the Pro

Descense authorized Leader's option, to restoration or repair of the Property or to payment of the sums second by this Instrument, whether or not then due, in the order of application set forth in paragraph 1 hereof, min'r the order of so, 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 paragraph 2 hereof or change the amount of such installments. Borrower agrees to execute such further evidence of

- 12. BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, wishout giving notice to or obtaining the consent of Borrower. Borrower's successors or assigns or of any juntor lienholder or gustantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness or may part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, constitute the granting of any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest of period of amortization of the Property and the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 12 shall not after the obligation of Borrower's uccessors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower's contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Barrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be us unted at Lendar's option, for any such action if taken at Borrower's request.
- 13. FORBEARANCE BY LENDER NOT A WAIVER. Any forbeatance by Lender in exercising any right or remody hereunder, or otherwise afforded by applicable law, shalf not be a waiver of or preclude the exercise of any right or remody. The acceptance by Lender of payment of any sum accured by this Instrument after the due date of such payment shalf not be a waiver of Lender'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 liene or charges by Lender shalf not be a waiver of Lender's right to acceptate the maturity of the indebteders accured by this Instrument, nor shall Lender's recipt of any awards, proceeds or damages under paragraphs 5 and 11 hereof operate to care of waive Botrower's default in payment of sums occured by this Instrument.

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14. ESTOPPEL CIRTI eriton statement, duly acknowledged, setting took the sums secured by this t set-off, counterclaim or other defense which custs against such turns and the obligations of this Instrument.

15. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Leader may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this instrument of of any other security agreement of financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, senewals and amendments thereof, and reproductions of this Instrument in such form as Lender may require to perfect a security interest with respect to said items. Bostower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Bottower 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 Borrower contained in this Instrument, including the covenants to pay when due all sums secured by this Instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in paragraph 27 of this Instrument as to such items. In 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 Lender's remedies under the Uniform Commercial 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 thermof. best any perties of the Property for con exidential to except with the price militan approval of Lander. Borrower, at Lender's request, shall futuash Lender 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 ent (et in) will be in form and substance subject to the approval of Lender. All least -ببيعه مراهمي أحطنهم Burrower becomes awate analy by tenant proposes to do, or is doing, any act or thing which may give tise to se Borrower shall (i) take such step as shall be reasonably calculated to prevent the acent of any right to a set-off against rent, (ii) notify Lender thereof and of the amount of said act-offs, and (iii) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as that a cuively discharge such set-off and as shall assure that sents thereafter due shall continue to be payable

territy to be werely of all or any part of the Property and all securing deposits made by tenants in connection with such tenant of the Property. Upon assignment by Borrower to Lender of any leases of the Proposition of the right and powers possessed by Borrower prior to such assignment

17. REMEDIES CUMULATIVE. Each remedy provided in the Instrument is distinct and cumulative to all other rights or remedies under this lastrament or afforded by law of equity, and may be exercised or nourcently, 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 Bankruptcy Act, as such Act may from time to time be amended, or under any multi-r of successor Federal statute telating to hankrupter, insolvency, arrangements or reorganizations, or under any state bankruptcy or intolvency or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation of stay of involuntary proceedings brought for the reorganization. dissolution of liquidation of Borrower, or if Borrower shall be adjudged a bankrup, of , a trustee of receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Feder," by anaptey court or similar state court, or if Borrower shall make an applignment for the benefit of Borrower's conditions, or if there is an attachment, or continuous or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Len to, a option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Bortower, and Lender may involve an, temedies permitted by paragraph 27 of this Instrument. Any attornay's feet and other expenses incurred by Lender in consection with Borrower's bankruptey or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to , ... ay aph 8 bereof.

- 19. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION, Cartaly or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Borrower (il Borrower is not a mature porce or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums secure I by this Instrument to be immediately due and payable, and Lender may invoke any temedies permitted by paragraph 27 of this instrument. This option shall not apply in
 - (a) transfers by device or descent or by operation of law upon the death of a joint tenant or a panner,
 - (b) sales or transfers when the transferre's creditworthiness and management ability are satisfactory to Lender and the transferre has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including, if equ'est by Lender, an increase in the rate of interest payable under the Note;
 - the grant of a leasehold interest in a part of the Property of three years or less for such longer lease term as Lender may permit by an written approval) not containing an option to purchase (except any interest in the ground lease, if this instrument is on a leasehold to
 - (d) sales or transfers of beneficial interests in Borrower provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Borrower, but excluding sales or transfers under subparagraphs (a) and (b) above, do not result in more than 49% of the beneficial interests in Bortower having been sold or transferred stace commencement of amortization of the Note; and
 - tales 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 law to be given 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 addressed to Borrower at Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Romower as provided herein. Any votice provided for in this Instrument of in the Note shall be deemed to have been given to Borrower of Lender when given in the manner designated herein
- 21. SUCCESSORS AND ASSIGNS BOUND: JOINT AND SEVERAL MABILITY: AGENTS; CAPTIONS. The covenants and agreements herrin contained shall hind, and the rights beirunder thall inure to, the respective successors and assigns of Lender and Botrower, subject to the principles of paragraph 19 hereof. All covenants and agreements of Bortower thall be joint and several. In exercising any rights hereunder or rating any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. 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
- 22. UNIFORM MULTIFAMILY INSTRUMENT: GOVERNING LAW: SEVERABILITY. This form of multifamily instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property and related fixtures 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 fastrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this

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- 17. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant of agreement of Borrower or this Instrument, including, but text limited to, the covenants to pay when due any sums secuted by this insuranent, Lender is Lender's option may declare all of the sams secured by this instrument to be immediately 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 collect all costs and expenses incurred in pursuing such trincules, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.
- 28. RELEASE. Upon payment of all sums secured by this Instrument, Leader shall release this Instrument, Bostower shall pay Leader's reasonable costs incurred in releasing this Intirument.
- WAIYER OF HOMESTEAD AND REDEMPTION. Borrower hereby waives all right of homestead exemption in the Property, 46was hereby making all right of rademation on hehalf of therewer and on hehalf of all other remont accounts any
- Leuder, may make Future Advances to Borrower. Such Future Advances, with interest thereos, thall be secured by trus Instrument when evidenced by promissory notes Hating that said notes are secured hereby. As an once shall the principal amount of the indebtedness secured by this Insuranent, not including sums advanced in accordance beservish to protect the security of this Insuranent, recend the original amount of the Note

thereunto duly authorized,	Triad Management, Inc.	
р с торожина дар сте останавления принципальнает се с	BY: Sond - Korman, l	Pris
	ATTEST Comments	Secretary
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	EDGHENT
The foregoing instrument was acknowledged before me this	8.28.98
Warid Korman	Procise
Trial Wanagement From a IL.	(office)
(hame of corporation)	(sue) corporation, on behi
of the corporation.	
My Commission Expires "OFFICIAL SEAL"	Notary People
C. DEAN MATSAS	No. of the last of
MOTARY PUGLIC, STATE OF ELEMONS MAY COMMISSIONERS INCOME.	EDGMENT
STATE OF ILLINOIS,	\sim
I,, a Notary Publ	ic in and for said county and state, do hereby certify th
personally known to me to be the same person(s) whose name(s)	subscribed to the foregoing instrument, appear
Given unue my hand and official seal, this day of	
My Commission Expires:	
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Notary Public
INDIVIPUAL LIMITED PARTNERSHII	D ACKNOSUI PROMENT
STATE OF ILLINOIS,	ACRIOTEDONE
The foregoing instrument was acknowledged before me this	
by	(date) general partner on behalf -
(person acknowledging)	a limited partnership.
(name of partnership)	
My Commission Expires:	Notary Public
4	Noisily Public
CORPORATE LIMITED PARTNERSHI	> / CENOWLEDGMENT
STATE OF ILLINOIS,	
The foregoing instrument was acknowledged before me this	42·te)
hy (name of officer)	
(name of corporation)	
poration, general partner on behalf of	
ship. (name of parumshi)	
My Commission Expires:	1/0
and a summer and and and	Notary Dublic

18/27/98 06: 09 LAWYERS TITLE INSURANCE CORP. P. 07/07
UNOFFICIAL COPY

19670996B

LAWYERS TITLE INSURANCE CORPORATION

Exhibit B - Case Number: T-04039

Lot 1, 2, 3 and 4, in the subdivision of the South 1/2 of Block 6 in Tyrell, Bartlett and Kerfoot's Subdivision of that part lying North of Lake Street of the of derin.

Cook County Clerk's Office East 1/2 of the Southeast 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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