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FIDELITY FEDERAL SAVINGS BANK 5455 W. BELMONT AVE. CHICAGO, IL 60641

ATTN: LOAN Closing Department

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\$41.50 DEPT-01 RECORDING T#0000 TRAN 0788 10/26/98 11:53:00 \$7497 \$ CJ *-98-959398

COOK COUNTY RECORDER

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)

10...98 between the Montgagor Grantor Pierre L Maunier married toLynda B. Meunier 3419 N Careen Chicago Illinois whose address is (herein "Borrower"), and the Mongagee FIDELITY FEDERAL SAVINGS BANK a Corporation organized and existing under the laws of THE UNITED STATES OF AMERICA. whose address is 5455 W. BRLMONT AVB. CHICAGO, IL 60(41 (herein "Lender") WHEREAS, Borrower is indebted to Lender in the principal sum of THREE HUNDRED FIFTY THOUSAND & 00/100 monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2028

TO SECURE TO LENDIR (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any fiture advances, with interest thereon, inade by I ender to Borrower pursuant to paragraph 30 hereof (herein "Future Advarces"), (c) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and 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 agreements of Borrower herein contained. Borrower does hereby mortgage, grant, convey and assign to Lender the following described property located in Cook County State of lilinois.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Permanent Tax Index No: 14203110090000

Property Address: 3431 N. Janssen Chicago Illinois 60657

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

C966 (page 1 of 8 pages)

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Out THER with all buildings improvements, and tenements new of heleafter expected on the property, and all herejotore or hereafter variated alley and streets abutting the property, and all elements, right improvements and streets abutting the property, and all elements, right improvements, positives immedial, or and tear or his and profits, water water rights, and water stock appurtenant to the property and all fixtures, machinery, reproperty. Angiles, hollers, insincretes, 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, bath tubs, water heaters, water closets, sinks, ranges stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain reds, mirrors
cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and
all of which, including replacements and additions thereto, shull be deemen
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 herein referred to as the "Property".
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Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and his 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 medification except as noted above and without default on the part of either lessor or lessee thereunder), that 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 1 ender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

- t. PAYMENT OF FRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal 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, NSCALANCE AND OTHER CHARGES. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly incollinents 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 "i units") equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Property, (b) the yearly ground rental if wit; (c) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the Property as Lender in a require pursuant to paragraph 5 hereof. (d) the yearly premium installments for mortgage insurance, if any, and (e) if this Instrument is on a leasehold, the yearly fixed rents, if any, under the ground lease, all us reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and re-sonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, primiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests (burein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump with a lump of in periodic installments, at Lender's option.

The Funds shall be held in an institution(s) the deposits or account 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 rates, rooms, taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covenant or agreement of Borrower is this instrument. Lender shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Lender pays Borrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. Borrower 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 or applicable law requires interest, earnings or profits to be paid, Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. 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 Instrument.

If the amount of 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 and sewer rates, taxes, assessments, insurance premiums, tents and Other Impositions, as they fall due, such excess shall be credited to borrower 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 Lender to pay water and sewer rates, taxes, assessments, insurance premiums, ten's and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency 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, Lender may apply, in any ancient of in any order as Lender shall determine in Lender's sole discretion, any Funds held by Lender at the time of application (i) to pay rates, rents, tax es, assessments, insurance premiums and Other Impositions which are now or will hereafter become due, or (ii) as a credit against sums secure I by this Instrument. Upon payment in full of all sums secured by this Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following 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, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Linder, in Lender's sole discretion, may determine; (vii) principal of any Future Advance, provided that if more 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 sole discretion, may determine; and (viii) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine, 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 not otherwise affect the order of priority of application specified in this paragraph 3.
- 4. CHARGES; LIENS. Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable 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 manner 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 promptly discharge any lien which has, or may have, priority over or equality with, the lien 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 permussion, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property.

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5. HAZARD INSURANCE is to will be give not end to be introduced in the Dispersion and by carrier, at all times autofactory to lender against loss bulby lead uncly by will in the family enjanguage readily and such amounts and for such periods as Lender shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid, at Lender's option, in the manner provided under paragraph 2 hereof, or by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

All insurance policies and reriewals thereof shall he 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 Borrower shall promptly furnish to Lender all renewal 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 renewal policy in form satisfactory to Lender. If this Instrument is or a leasehold, Borrower shall furnish Lender a duplicate of all policies, renewal notices, renewal policies and receipts of paid premiums if, by virtue of the ground lease, the originals thereof may not be supplied by Borrower to Lender.

In the event of lost. Borrower shalf give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney in fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action 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 nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder Borrower further authorizes Lender at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse. Borrower for the cost of reconstruction or repair of the Property or (b) 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 proceed, are held by Lender to reimburs: Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its riginal condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition dishursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates architect's contricated, waivers of lient system statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and such application of liens 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 monthly installments referred to in paragraph. Lend 2 hereof or change the amounts of such installments. If the Property is sold persuant to paragraph 27 heritof or if Lender acquires title to the Property, Lender shall have all of the right, title and interest or 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 sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY: LEASEHOLDS. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property. (b) shall not abandon are frogerty, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. (f) shall provide (i) professional management of the Property by a residential rental property manager satisfactory to Lender pursuant to a contract approved by Lender in writing, unloss such requirement shall be waived by Lender in writing, (g) shall generally operate and maintain the Property in a manner to ensure max main rentals and (ii) shall give not ce in writing to Lender of and, unless otherwise directed in writing by 4 ender, appear in and detend any action or proceeding purporting 1 affect the Property, the security of this Instrument or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, definition, or affect to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

If this instrument is on a leasehold. Borrower (i) stall comply with the provisions of the glound lease. (ii) shall give immediate written notice to Lender of any default by lessor under the ground lease or of any notice received by Borrower from such less or of any default under the ground lease by Borrower (iii) shall exercise any option to renew or extend the ground lease and give written confirmation thereof to Lender within thirty days after such option becomes exercisable, (iv) shall give immediate written notice to Lender of the commencement of any rimedial 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 activor Borrower in any such remedial proceedings and (v) shall within thirty days after request by Lender obtain from the lessor under the ground lease and deriver to Lender the lessor's estopped certificate required thereunder if any. Borrower hereby expressly transfers and assigns to Lender the benefit of all covenants contained in the ground lease, whether or not such covenants run with the land, but Lender shall have no liability with respect to such covenants nor any other covenants contained in the ground lease.

Borrower shall not surrender the leasehold estate and interests herein conveyed nor terminate or cancel the ground lease creating vaid estate and interests, and Borrower shall not, without the express written consent of Lender, after or amend said ground lease. Borrower covenants and agrees that there shall not be a merger of the ground lease, or of the leasehold estate created thereby, with the fee estate covered by the ground lease by reason of the leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to such merger; if borrower shall acquire such fee estate, then this Instrument shall simultaneously and without further action be spread so as to become a lien on such fee estate.

- 7. USE 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 without Lender's prior written consent.
- 8. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which affects the Property or tale thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements of proceedings involving a bankrupt 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 attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof, and (iv) 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 pursuant 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 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 amounts shall bear interest at the highest rate which may be collected from Prorrower 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.

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- 10. BOOKS AND RECORDS. Person is shall seep and maintain at Entire at Doremer's address stated 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 shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within one hundred and twenty days after the end of each fiscal year of Borrower, a balance shiet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant. Borrower shall furnish, together with the foregoing financial statements and it any time upon Lender's request, a rent schedule for the Property, certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid.
- 11. CONDEMNATION. Borrower shall promptly notify Lender of any action or proceeding relating to any 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 Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation 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 lieu of condemnation, are hereby assigned to and shall be paid to Lender subject, if this Instrument is on a leasehold, to the rights of lesser under the ground lease.

Horrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or 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 hereof or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condense after the such condense agree of taking as Lender may require.

- 12. BORROWER AND LIES NOT PELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Porrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on pay 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 may part of the Property, take or release other or additional security, reconvey any pan of the Property, consent to any map or plan of the Property, consent to any map or plan of the Property, consent to any map or plan of the Property, consent to any map or plan of the Property, consent to any map or plan of the Property, consent to the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 12 shall not affect the obligation of Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the consents of Borrower contained herein, shall not affect the guaranty of any person, corporation, participation of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such time insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.
- 13. FORBEARANCE BY LENDER NOT A WAIVER. Any forterance 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 any right or remedy. The acceptance of Lender of payment of any sum accured by this instrument after the due date of such payment shall 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 liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument, nor shall Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 11 hereof operate to cure or waive Be no ver's default in payment of sums secured by this Instrument.
- 14. ESTOPPEL CERTIFICATE. Borrower shall within ten days of a written request from I ander famish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set-off, countered times of the defense which exists against such sums and the obligations of this Instrument.
- 15. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is intended to be presently agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, man be subject to a security interest pursuant to the Uniform Commercial Code, and Burrower hereby grants Lender a security interest in said items. Borrower ligrers that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a linancing statement for any of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statements, shall be sufficient is a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, conewals and amondments thereof, and reproductions of this Instrument in such form as Lender may require to perfect a security interest with respect to said lights. Borrower 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, Borrower 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 is no 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 o
- 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. Borrower will not lease any portion of the Property for non-residential use except with the prior written approval of Lender. Borrower, at Lender's request, shall alternish 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 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 acquisition of title to the Property, that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; that the attornment of the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's option, accept or reject such attornments. Borrower shall not, without Lender's written consent, execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property providing for a term of three years or more, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property to any lien subordinate to this Instrument. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off

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acquired such right to set off at the first degree of the district of down upon a transfer of the sense the fermion shall take acquired such right to set off or take the sense half effect of down upon a test and a half of the sense 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 hereafter made of all or any part of the Property and all security deposits made by tunants inconnection 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 feases and to execute new leases, in Lender's solid discretion.

- 17. REMEDIFS CUMULATIVE. Each remedy provided in this Instrument is distinct and currulative 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 a pluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to 1 me be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower 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 Borrower 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 assists and such seizure is not discharged within ten days, then I ender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately 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 aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 8 hereof
- 19. TRANSFERS OF THY PROPERTY OR BENEFICIAL INTERESTS IN BORROWIER; ASSUMPTION. On sale or transfer of (i) all, or any part of the Property, or any microst therein, or (ii) beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal cott.). Lender may, at I ender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any termed by paragraph 2° 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 transferce's creditworthiness and management ability are satisfactory to Lender and the transferce has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including, if required by Lender, an increase in the rate of interest payable under the Not.
 - (c) the grant of a leasehold interest in a part of the Property of three years or less (or such langer lease term as Lender may permit by prior written approval) not containing an option to purchase to depth my interest in the ground lease, if this histrament is on a leasehold),
 - id) 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 evaluding sales or transfers under suppragraphs (a) and (b) above, do not result in more than 49% of the beneficial interests in Borrower having been sold or transferred since commencions it if amortization of the Note; and
 - (e) sales or transfers of fixtures or any personal property pursuances the first paragraph of paragraph 6 hereof
- 20. NOTICE: Except for any notice required under applicable law to be given 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 more 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 by 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 when given in the manner designated herein.
- 21. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; ACCINIS; CAPTIONS. The ocvenants and agreements herein contained shall bind, and the rights hereunder shall mure to, the respective successors and assign of 1 ender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein. Lender may act through its employees, agents or independent contractors as authorized by Leofer. 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 indeed.
- 22. UNIFORM MULTIFAMILY INSTRUMENT; GOVERNING LAW; SEVERABILITY. This form of authfamily 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 his Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Note as declared to be severable in the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted to that any charge provided for in this Instrument or in the Note, whether considered separately or together with other charges levied in connection with this Instrument and the Note, violates such taw, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessar of 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 deflected 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, dorrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lieu 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 party, 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 remedies 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 constructive notice 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.

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25. CONSTRUCTION LOAN PLOY SOND Boy Set affect a longer with the coverage stand conditions in the Construction Loan Agreement, of any, which is hereby incorporated at rice of many rade a part of his many made and such advances may be obligatory as provided in the Construction Loan Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the security of this instrument up to the principal amount of the Note shall be treated as disbursements pursuant to the Construction Loan 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 amounts shall bear interest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment therefor.

From time to time as Lender deems necessary to protect Lender's interests, Borrower shall, upon request of Lender, execute and de'iver to Lender, in such form as Lender shall direct, assignments of any and all rights or claims which relate to the construction of the Property and which Borrower may have against any party supplying or who has supplied labor, materials or services in connection with construction of the Property. In case of breach by Borrower of the covenants and conditions of the Construction Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the Construction Loan Agreement, (ii) may accelerate the sums secured by this Instrument and invoke those 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 are sold by Lender, from and after such sale the Construction Loan Agreement shall cease to be a part of this Instrument and Borrower shall not assert any right of set-off, counterclaim or other claim or defense arising out of or in connection with the Construction Loan Agreement against the obligations of the Note and this Instrument

26. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As part of the consideration for the indebtedness evidenced by the Note, Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues of the Property, including those now due, past discount to become due by virtue of any lease or other agreement for the occupancy or use of all ur any part of the Property, regardless of to whom the rents and resenues of the Property are payable. Borrower hereby authorizes i ender or Lender's agents to collect the aforesaid rents and revenues and hereby directs act tenant of the Property to pay such rents to Lender or Lender's agents; provided, however, that prior to written notice given by Lender to Borrower of the Service by Borrower of as y covenant or agreement of Borrower in this Instrument, Borrower shall collect and receive all rents and revenues of the Property as marge 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 it, magraph 3 here of with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that the assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all rendered evenues 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 unpaid, and ell such rents shall immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written dolice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such rents. Borrower agrees that commercing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and pay such cents 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 such benand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

Horrower hereby covenants that Borrower has not executed any prior 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 would 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 prepayment of any of the rents of the Property for more than two months prior to the due dates of such tents. Borrower covenants that Borrower will not hereafter of secute and deliver to Lender such further assignments of rents and revenues of the Property as Lender may from time to time request.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may it 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 him ited to, the execution, carefusion or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument, In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this incrument, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee. For in managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Proporty and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this Instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone elaiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph 26.

If the rents of the Property are not sufficient to meet the costs, if any of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of dorrower to Lender secured by this Instrument pursuant to paragraph 8 nereof. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

Any entering upon and taking and maintaining 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 therein. 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; REMEDIES. Upon Borrower'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 option may declare all of the sums 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 remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.

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28 RELEANE - Upon payment of all our local work it in the primate remainscenced in releasing this instrument.	le in Areit are the Change Burner Burner & Val. pay Lender's reaccoable Louis.
	by waives all right of homestead exemption in the Property. If Borrower is a prower and on behalf of all other persons acquiring any interest or title in the nt creditors of Borrower.
make Future Advances to Borrower, Such Future Advances, with interest their	is option so long as this Instrument secures indebtedness held by Lender, may reon, shall be secured by this Instrument when evidenced by promissory notes at of the indebtedness secured by this Instrument, not including sums advanced
	riginal amount of the Note (US\$350,.000,000)
plus the additional sum of US \$.None	
IN WITNESS WHEREOF, Borrower has executed this Instrumer thereunto duly authorized.	nt or has caused the same to be executed by its representatives
Pierre L Meunier 8/31/48	
Ox	Hortower's Address
00/	3419.N.Janssan
	Chicago Illinois 60657

0120077337

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ADJUSTABLE RATE RIDER

day of August THIS ADJUSTABLE RATE RIDER is made this 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 Ave. Chicago, IL 60641

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

3431 T Janssen Chicago Illinois 60657

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

7.625 The Note provides for an initial interest rate of %. The Note provides for changes in the interest rate and the monthly 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 September on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on ar No dex. 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 Board.

The most recent Index figure available as of the date: () 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

one-eighth percent

WWD -899B(9408)

Before each Change Date, the Note Holder will calculate my new interest rate by adding

THREE AND ONE-HALF 3.500 percentage point(s) (%) to the Current Index. The Note Holder will then round the result of this addition to the X Nearest Mext Highest Mext Lowest

%). 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 RATE RIDER - Single Family

Page 1 of 2 VMP MORTGAGE FORMS - (800)521-7291

8/94



0.125

(Seal) - Borrower

(Seal)

- Borrower

(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

(1) There will be no maximum limit on interest rate changes

(D) Limits on Interest Rate Changes

(1) 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 % or less 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 13.625 %, which is called the "Maximum Rate."
(E) Effective Cate of Changes
· · · · · · · · · · · · · · · · · · ·
My new interest are 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 deliver or nail 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 OR / BENEFICIAL INTEREST IN BORROWER
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, Lender may, at its option, require immediate payment in full
of all sums secured by this Security Instrument. However, this corion 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 reasonably determines that Lender's security will not be impaired by the loan 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 Lender's
consent to the lean assumption. Lender also may require the transferee to sign an assumption agreement that is
acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and
in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument
unless Lender releases Borrower in writing.
If Lender exercises the option to require immediate payment in full, Lender shall give Fortower 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 Security 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.

(Seal)

· Borrower

UNOFFICIAL COPY CORPORATE ACKNOWLEDGMENT

	(date)
by	·
(person acknowledging)	(effice)
•	corp aration, on behal
(name of corporation) of the corporation	(state)
My Commission Expires	
INDIVIDUAL A	Notary Public CKNOWLEDGMENT
	Subscribed whe foregoing instrument, appeared before me this day in
	astrument as
Given under my hand and official seal, this Duy of	· The sold Maring of
My Commission Expires.	Star, Public
- 2 0/	*/ A. YA!. 4
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INDIVIDUAL LIMITED PATE	THE BUHLA ACKNOWLEDGMENT
	NEGLUL ACKNOWLEDGMENT
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STATE OF ILLINOIS,	(u9/2)
The foregoing instrument was acknowledged before me this	(up/2)
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THE OF IELINOIS,	(use 2) , general partner on behalf o
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The foregoing instrument was acknowledged before me this	(vi9*2), general partner on behalf o, a limited partnership Notary Public TNERSHIP ACKNOWLEDGMENT (date)
The foregoing instrument was acknowledged before me this	(date) (coffice)
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The foregoing instrument was acknowledged before me this	(date) (date) (date) (corporation (state)

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File S1534421F -Legal Addendum

LEGAL: THE SOUTH 1/2 OF LOT 12 AND ALL OF LOT 13 IN BLOCK 8 IN LANE

PARK ADDITION TO LAKE VIEW, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 AND THE NORTH 1/2 OF THE SOUTH 1/2 OF

OF SAID WEST 1/2 OF THE SCUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 3431 N JANSSEN

CHICAGO, IL 50657

Droporty of County Clark's Office PIN: 14-20-311-009-0000

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Property of Cook County Clerk's Office