

If the Note holder has not received the full amount of any payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the late charge will be 5% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

Interest after maturity or default until paid shall be payable at 1% per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holder of this Note may, from time to time, in writing appoint, and in the absence of such appointment than at the office of The First Commercial Bank.

(5) All such payment on account of the indebtedness evidenced by this Note shall be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

(4) For the period from October 1, 2002 to October 1, 2007 the unpaid principal balance as of October 1, 2002 together with interest as computed in (d) above shall be amortized over a period of 5 years and shall be payable in consecutive equal monthly installments beginning with November 1, 2002 and continuing thereafter on the first day of each month to and including October 1, 2007.

(3) For the period from October 1, 1997 to October 1, 2002 the unpaid principal balance as of October 1, 1997 together with interest as computed in (c) above shall be amortized over a period of 10 years and shall be payable in consecutive equal monthly installments beginning with November 1, 1997 and continuing thereafter on the first day of each month to and including October 1, 2002.

(2) For the period from October 1, 1992 to October 1, 1997 the unpaid principal balance as of October 1, 1992 together with interest as computed in (b) above shall be amortized over a period of 15 years and shall be payable in consecutive equal monthly installments beginning with November 1, 1992 and continuing thereafter on the first day of each month to and including October 1, 1997.

(1) From the date of disbursement to October 1, 1992 principal and interest on the balance of principal remaining from time to time unpaid at the rate as computed in (a) above, shall be payable in consecutive monthly installments of five hundred forty-nine and 11/100ths (\$549.11) Dollars each, beginning with November 1, 1987 and continuing thereafter on the first day of each month to and including October 1, 1992.

in the following manner:

- (a) From the date of disbursement to October 1, 1992, Ten and One half percent (10.50%) per annum, and,
- (b) From October 1, 1992 to October 1, 1997 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on October 1, 1992 plus 2.25 percent per annum, and,
- (c) From October 1, 1997 to October 1, 2002 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on October 1, 1997 plus 2.25 percent per annum, and,
- (d) From October 1, 2002 to October 1, 2007 the prime rate at Continental Illinois National Bank and Trust Company of Chicago in effect on October 1, 2002 plus 2.25 percent per annum,

FOR VALUE RECEIVED, THE UNDERSIGNED, hereby promises to pay to the order of THE FIRST COMMERCIAL BANK the principal sum of FIFTY-FIVE THOUSAND AND NO/100ths (\$55,000.00) DOLLARS and interest on the balance of principal remaining from time to time unpaid at the rate computed as follows:

ADJUSTABLE RATE INSTALLMENT NOTE

EXHIBIT "A"

September 5, 1987

446696

3685271

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1. The mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the mortgagors; (4) complete within a reasonable time or at any time in process of completion upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the mortgagors duplicate receipts therefor. To prevent default hereunder mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the mortgagors the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgagors or the mortgagors' interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the mortgagors, upon demand by the mortgagors, shall pay such taxes or assessments, or reimburse the mortgagors therefor, provided, however, that if in the option of counsel for the mortgagors (a) it might be unlawful to require mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the mortgagors may elect, by notice in writing given to the mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the mortgagors covenant and agree to pay such tax in the manner required by any such law. The mortgagors covenant to hold harmless and agree to indemnify the mortgagors, and the mortgagors' successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the mortgagors. Under insurance policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, and any other moneys advanced by mortgagors to provide the mortgage premises and the lien thereon, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of mortgagors shall never be considered as a waiver of any right accruing to the mortgagors on account of any default hereunder on the part of the mortgagors.

7. In case of default hereunder, mortgagors may, but need not, make any payment or perform any act hereinafore required of mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure sale, premises or contents of any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by mortgagors to provide the mortgage premises and the lien thereon, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of mortgagors shall never be considered as a waiver of any right accruing to the mortgagors on account of any default hereunder on the part of the mortgagors.

8. The mortgagors making any payment hereunder authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the mortgagors and without notice to the mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding any payment or partial payment made by mortgagors, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, mortgagors shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and charges which may be paid or incurred by or on behalf of mortgagors for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such notices of title, file searches, and examinations, title insurance policies, foreman's certificates, and similar data and assurances with respect to the mortgagors may deem to be reasonably necessary either to prosecute such suit or to avoid such suit. All expenses and charges of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by mortgagors in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the mortgagors are or may be subjected, or (b) any actual or threatened suit or proceeding which may affect the premises or the commencement of or (c) preparations for the defense of any actual or threatened suit or proceeding which may affect the premises or the foreclosure of the mortgage, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (d) any proceedings, including probate and bankruptcy proceedings, to which the mortgagors are or may be subjected, or (e) any actual or threatened suit or proceeding which may affect the premises or the commencement of or (c) preparations for the defense of any actual or threatened suit or proceeding which may affect the premises or the foreclosure of the mortgage, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (d) any proceedings, including probate and bankruptcy proceedings, to which the mortgagors are or may be subjected, or (e) any actual or threatened suit or proceeding which may affect the premises or the commencement of or (c) preparations for the defense of any actual or threatened suit or proceeding which may affect the premises or the foreclosure of the mortgage, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (d) any proceedings, including probate and bankruptcy proceedings, to which the mortgagors are or may be subjected, or (e) any actual or threatened suit or proceeding which may affect the premises or the commencement of or (c) preparations for the defense of any actual or threatened suit or proceeding which may affect the premises or the foreclosure of the mortgage, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute secured indebtedness, additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of mortgagors at the time of application for such receiver and without regard to the value of the premises or whether or insolvency of mortgagors at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the mortgagors may be appointed as such receiver, and such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessarily in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

14. The mortgagors shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The mortgagors shall periodically deposit with the mortgagors such sums as the mortgagors may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable herefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the mortgagors, notwithstanding such extension, variation or release.

17. Mortgagors shall release this mortgage and then therefor by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee for the execution of such release.

18. This mortgage and all provisions hereof shall extend to and be binding upon mortgagors and all persons claiming under or through mortgagors, and the word "mortgagors" used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, who, when such persons shall have executed the note or this mortgage. The word "Mortgage" when used herein shall include the successors of the mortgagors named herein and the holder or holders, from time to time, of the note secured hereby.

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