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### VARIABLE INTEREST RATE RIDER TO MORTGAGE

This rider is made part of a certain mortgage dated January 20, 1989, given to secure a Variable Interest Rate Promissory Hote dated January 20, 1989 wherein Mortgagor promises to pay the principal sum of FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00) together with interest thereon accruing from the date of said note on thit part of the principal remaining from time to time unpaid at the "Initial Interest Rate" of 12.75% per annum. Said note provides for changes in the Interest Rate and in the amount of the monthly installment payments due thereon in the following manner:

- 1. INTEREST RATE. Interest shall accrue at a rate equal to the index (as hereinafter defined) from time to time in effect, plus four and one-quarter percent (4.25%) per annum until the entire principal balance is paid in fu'l Notwithstanding any provisions of the Note, it is the understanding and agreement of Mortgagor and Chrysler First that the maximum rate of interest to be paid by Mortgagor to Chrysler First shall not exceed the maximum rate of interest permissible to be charged under law. Any amount paid in excess of such rate shall be considered to have been payments in raduction of principal. The minimum rate of interest to be paid by Mortgagor to Chrysler First shall not be less than eleven percent (114) per anyum. The maximum rate of interest to be paid by Borrower to Chrysler First shall not be greater than sixteen percent (164) per annum.
- 2. DEFINITION OF INDEX. The term "index" shall mean the published monthly rate of interest of the six month secondary market CD (certificate of deposit) rate as published monthly in the Federal Reserve Statistical Release G-13, rounded up to the nearest one-quarter percent.
- 3. CHANGE IN INTEREST RATE, The interest rate shall be adjusted using the index rate published during the first week of the month two (2) months prior to the month in which the sixth and twelfth monthly due dates fall, and on those same dates from time to time until this Note is paid in full. The interest rate will increase or decrease directly with any change in the index rate. Under no circumstance, shall the interest rate increase more than two percent (2%) in any one year.

Chrysler First shall mail to Mortgago: a notice by first class mail if the interest rate is to change. The notice shall advise Mortgagor:

- the new interest rate,
- (ii) the amount of the new month)
- payment, and any additional matters which Chrysler First (Lii) is required to disclose to Mortgager.

However, any failure on the part of Chrysler First to provide such notice, shall not forfeit the right of Chrysler First to change the interest rate in accordance with the terms as described herein.

4. EFFECTIVE DATE OF NEW RATE (CHANGE DATE). Each change of the interest rate hereunder, if any shall be effective on the due dates of the

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sixth and twelfth monthly payments and on those same dates from time to time until this Note is paid in full. If the monthly payment changes as a result of the change in the interest rate, the monthly payment will change as of the first monthly payment due after the change date.

- TYPE OF LOAN. IT IS UNDERSTOOD THAT THIS MORTGAGE SECURES A VARIABLE INTEREST RATE LOAN AND NOT A FIXED RATE LOAN.
- 6. PAYMENTS. Payment of principal and interest shall be paid monthly on the 20th day of each month beginning thirty (30) days from the date hereof, and a final payment of all accrued interest and unpaid principal shall be due and payable on January 20, 1994. The initial monthly payment will be in the amount of \$5,345.96. INCREASES IN THE INTEREST MATE WILL RESULT IN HIGHER MONTHLY PAYMENTS AND DECREASES IN THE INTEREST MATE WILL RESULT IN LOWER MONTHLY PAYMENTS. The amount of the monthly payment will always be calculated so as to be sufficient to repay the principal outstanding and all interest thereon in full and substantially equal payments in 2/3 months from the date of the Note. In setting the new monthly payment amount on each change date Chryslar First will assume that monthly payment amount on each change date Chrysler First will assume that the interest rate will not change again prior to the final payment date.

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- A. ACCELERATION UPON TRANSFER. If all or any part of the premises or an interest therein is sold, transferred or assigned by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable.
- B. ASSIGNMENT OF RENTS. The Mortgager hereby sells, assigns, transfers and sets over unto Mortgagee, as trustee, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agraement for the use or occupancy of any part of the premises hereinafter described, which may have been heretofoxe or may be hereafter made or agreed to, or which may be made or agreed to by the grantee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder into the gruntee herein, upon the property described, and the undersigned hereby appoints irravecably the above mentioned Chrysler First Business Credit Corporation his true and lowful attorney in his name and stead to collect all of said rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases or agreements, written or verbal, existing or hereafter to exist, for said pramises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such rants, issues and profits, or to secure and maintain possession of said pramises or any portion thereof and to fill any and all vacancies, and to rant, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise sach and every rights, privileges and powers herein granted at any and all times morpaster without notice to the grantors herein, their successors and assigned to the said Mortgagee, as trustee, or its successors or assigns, as the holder or holders of said indebtedness or including taxes and seessments, and the care and management of said premises including taxes and assessments, and the Interest of incumbrances, it any, which may in said attorney's judgment be
- C. No Toxic Wasten. Mortgagor represents that there are no toxic wastes or other toxic or hasardous substances or materials being generated, stored or otherwise used or held on, under or about the Property, or being transported to, from or across the Property, by Mortgagor or, to the best of Mortgagor's knowledge, any other person, and Mortgagor shall at no time permit the same. Mortgagor represents that it has not, and to the best of its knowledge no other person or other entity has, reasond or otherwise discharged any such wastes, substances or materials on, under or about the Property. In the event that any such wastes, substances or materials are hereafter found or otherwise exist on, under or about the Property, Mortgagor shall take all necessary and appropriate actions and shall spend all necessary sums to cause the same to be pleaned up and topactively

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removed, and Mortgagee shall in no event be liable or responsible for any costs or expenses incurred in so doing. Mortgagor represents that no portion of the Property is within two thousand (2,000) feet of a toxic waste or hazardous substances problem, or is otherwise subject to any "borderzone" legislation or other restrictions on the construction, sale or occupancy of residential dwellings under any of the laws described below or other environmental protection laws. Mortgagor shall at all times observe and satisfy the requirements of and maintain the Property in compliance with all federal, state and local environmental protection, occupational, health and safety or similar laws, ordinances, restrictions, licenses, and regulations, including but not limited to the Federal Water Pollution Prevention and Control Act (33 U.S.C. Section 1251 at seq.), Resource Conservation and Recovery Act (42 U.S.C. Section 6901 at seq.), Safe Drinking Water Act (42 U.S.C. Section 300f at seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 at seq.) the Clean Air Act (42 U.S.C. Section 7451 at seq.), and Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. Section 9601 at seq.). Should Mortgager at any time default in or fail to perform or observe any of its obligations under this Paragraph C, Mortgages shall have the right, but not the duty, without limitation upon any of Lender's rights pursuant thereto, to with all federal, state and local environmental protection, occupational, duty, without limitation upon any of Lender's rights pursuent thereto, to perform the same, and Mortgagor agrees to pay to Mortgagee, on demand, all costs and expenses is curred by Mortgagee in connection therewith, including costs and expenses incurred by Mortgagee in connection therewith, including without limitation reasonable attorney's fees, together with interest from the date of expenditures at the Default Rate specified in the Note. Mortgager hereby indemnities Mortgagee and agrees to hold Mortgagee harmless from and against any loss incurred by or liability imposed on Mortgagee by reason of (i) Mortgager's failure to perform or observe any of its obligations or agreements under this Paragraph C, or (ii) any of its representations under this Paragraph C having been materially incorrect, including without limitation any and all attorneys' fees and costs incurred in connection with any lawsuit or court action, or any proceeding before or in connection with any lawsuit or court action, or any proceeding before or involving any state or federal or other regulatory agency or other governmental agency. Mortgagor further agrees that it shall indemnify, defend and hold Mortgagee harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys fees) resulting from, arising out of, or based upon (1) the presence, release. use, generation, discharge, storage or discessl of any hazardous or toxic use, generation, discharge, storage or dispensi of any hazardous or toking wastes or materials on, under, in or about, or the transportation of any such wastes to or from, the Property, or (11) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of hazardous or texto wastes or materials on, under, in or about, to or from, the Property. This indemnishable include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expanse (including without limitation all This indemnity post-foreclosure cleanup and removal costs and expenses) arising from or cut of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damages, compensation for lost wages, business income, profits, or coher economic loss, damage to the natural resources or the ervisonment, nuisince, pollution, contamination, leak, spill, release or other adverse affect on the environment. The obligations of Mortgager and the rights of Mortgages under this Paragraph C are

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in addition to and not in substitution of the obligations of Mortgagor and rights of Mortgagee under the laws and regulations cited above in this Paragraph C, and any other similar applicable laws. The obligations and indebtedness of Mortgagor, and the rights of Mortgagae, under this Paragraph C and the laws and regulations cited above in this Paragraph C, notwithstanding anything contained herein or in any other document or agreement which may be construed to the contrary, shall survive the foreclosure of this Mortgage, the repayment of the Loan and the termination of the Note and other Loan Documents. As used herein, the terms "toxic" or "hazardous" wastes, substances or materials shall include, without limitation, all those so designated and all those in any way regulated by any of the above-cited laws or regulations, or any other present or future environmental or other similar laws or regulations.

- D. <u>ADDITIONAL MORTGAGOR OBLIGATIONS</u>. Mortgagor shall furnish to Mortgagee:
  - i. Such information regarding business affairs and financial condition as Mortgagee may reasonably request from time to time;
  - ii. Within 90 days after the end of each fiscal year of Mortgagor, Mortgagor shall deliver to Mortgagee complete financial statements setting forth all details of the operation of the Mortgage Property, including an itemized list of rentals and expanses on the Mortgaged Property, a profit and loss statement, balance sheet and reconciliation of surplus, which statements shall be certified by Mortgagor and, if Mortgagee shall require, by an independent certified public accountant acceptable to Mortgagee. Mortgagor shall furnish, together with the foregoing financial statements and at any other time upon Mortgagee's requist, a rent schedule for the Mortgaged Property, certified by Mortgagor showing the name of each temant, and for each temant, the space occupied, the lease expiration date, the rent payable, and the rent paid.
- shall have the right at any time, upon reasonable notice to Mortgager, to enter the Mortgaged Property at a resonable neur to inspect and photograph its condition and state of repair.
- or cause to be kept and maintained all tolldings and improvements now or at any time hereafter erected on the Mortgaged Property and the sidewalks and curbs abutting them, in good order and condition and in a rentable and tenantable state of repair, and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, forespen and unforeseen. Mortgager shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property; shall not remove or demolish, or alter the structural character of, any outlding erected at any time on the Mortgaged Property, without the prior written consent of Mortgagee; and shall not permit the Mortgaged Property to become vacant, deserted or unguarded. Mortgager shall not permit any lier or claim to be filed against the Mortgaged Property or any part thereof, dertgager shall have a period of ten (10) days from the date of such filing to cause such lien or claim to be discharged of record by payment, deposit bord, order of a court of competent jurisdiction or otherwise.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON FACE OF THESE MONTGAGE):

i. Mortgagors shall (1) promptly repair restore or rebuild any buildings of improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (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 Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of eraction upon said premises; (5) comply with all requirements of law or municipal ordinances 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 penalty attaches all 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 Mortgagor duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tex 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 Mortgagee the payment of the whole or any part of the taxas or assessments or charges or liens herein required to be paid by Mortgagors, or charging in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the debt secured by mortgages in the property, or the manner of collection of taxas, so as to affect this mortgage or the debt secured necessary to the holder thereof, then and in any such event, the Mortgagors, upon Cemand by the Mortgages, shall pay such taxas or essessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of coursel for the Mortgages (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 Wortgages 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 staty (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 Mortgagers covenant and agree to pay such tax is the manner required by any such law. The Mortgagers further covenant to had harmless and agree to indemnify the Mortgager, and the harmless accessors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 3. At such time is the Mortgagors are not in default either under the terms of the note recured hereby or under the terms of this mortgage, the Mortgago 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 new or hereafter situated on said premises insured against loss or demage by fits, lightning and will determ under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the ame or to pay in full the indebtdness secured hereby, all in companies satisfactory to the Mortgages, under insurance policies pay by: in case of loss or demage, the Mortgages, such rights to be cridenced by the student mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgages, and in case of insurance about to expire, shall deliver mowal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, it ranges may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed excelent, 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 iten or other prior lies or title or claim thereof, or redem from any tax sake or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in on cerion therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lies hereof, 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 Mortgagoe shall never be considered as a waiver of any right acressing to the Mortgagoes on account of any default bereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby suthorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, saie, forfeiture, tax lies, or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness her in mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagor and without notice to Mortgagors, all unpaid indebtedness secured by this martgage shall, notwill standing anything in the note or in this mortgage to the contrary, some 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 purformance of any other agreement of the Mortgagors hersin contributed.
- 10. When the indebtedness hereby secured shall become due whether by acc 'cration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, then thall be allowed and included an additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stanographers' charge, publication costs and costs (which may be estimated at to be expended after entry of the decree) of procuring all such abstract of title, title stanches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to proceed such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this participal mentioned shall become so much additional into biedness secured bereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in co nection with (a) any proceeding, including procate and bankruptcy proceedings, to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual four hight to foreclose whether or not actually security hereof.
- 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 ale mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtednes. Idditional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the role, fourth, any everplus to Mortzagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any sime after the filing of a complaint to foreclose this mortgage the court in whose such accomplaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagor may be appointed as such receiver, such receiver shall have power to collect the recuts, issues and profits of said premises during the pendency of such foreclosure suit and, in the sale and a feliciency, during she full statutory period of redemption, whether there be redemption or not, as well as during at y unther 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 necessary in are usual in such cases for the protection, possession, control, management and operation of the preming the whole of said to define the court from time to time may authorize the receiver to apply the net income in his hatics in particular whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment and; 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 interposing same in an action at law upon the note hereby secured.
- 14. The Mortgas shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose
- 15. The Mortgagers shall periodically deposit with the Mortgagee such sums as the Mortgagee 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 therefor, or interested in said premises, shall be held to assent to such extension, varie on or release, and their liability and the lien and all provisions hereof shall centinue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgag i and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons liable for the payment of the indebtechess or any part thereof, whether or not such persons shall have executed the note: himmory sign. The yord (Mortgagee) when used herein shall include the successors and assigns of the Mortgagee named herein and the latter of the payment of the note secured hereby.
  - 19. Mortgagors hereto, to the extent ermitted by law, waive all rights of redem tion.