

THIS ADJUSTABLE RATE RIDER is made this 23rd day of March, 1990, 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 GreatAmerican Federal Savings & Loan Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**RIDER ATTACHED TO MORTGAGE FOR RECORDING**

7840 S. YATES AVENUE CHICAGO, IL 60649  
(Property Address)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**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**

The Note provides for an initial interest rate of 11.440%. 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 May, 1991, and on that day every 12th 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 an Index. The "Index" is the Federal Home Loan Bank 7th District 3 mth moving average cost of funds as published by the F. H. L. B. of Chicago. 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 which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding .750/1000THS percentage points (.3,750%) to the Current Index. Subject to the limits stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 13.440% or less than 11.000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.900% or less than 11.000%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A 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 option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender 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 loan assumption. Lender may also 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.

# UNOFFICIAL COPY

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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.

  
ARTIS HAYWOOD, SR.

(Seal)  
Borrower

.....  
(Seal)  
Borrower

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

**1. PAYMENT OF PRINCIPAL 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, INSURANCE AND OTHER CHARGES.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal or interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Property, (b) the yearly ground rents, if any, (c) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the Property as Lender may 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 as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable 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, premiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option.

The Funds shall be held in an institution(s) the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said rates, rents, taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covenant or agreement of Borrower in 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 shall give to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this 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, rents 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, rents 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 amount and 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, taxes, assessments, insurance premiums and Other Impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Instrument. Upon payment in full of all sums secured by this 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; (v) principal of 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 Lender, 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 or 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 payee 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 permission, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property.

**5. HAZARD INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender (and, if this Instrument is on a leasehold, the ground lease) 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 renewals thereof shall be in a form acceptable to Lender and shall include a standard no lapse 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 on 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 loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to 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 proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction 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 paragraphs 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to paragraph 27 hereof or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned 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 the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all

Any earnings upon said bankings and moneymaking of controller by the receiver and any application of rents as provided herein shall not exceed any other right of remedy of lessors under law or provided by lease.

11. The results of the Property and Business survey in the second half of 2013 show that the real estate market has been experiencing a period of relative stability. The number of sales transactions has increased compared to the same period last year, while the average price per square meter has remained relatively stable. This suggests that the market is recovering from the previous period of decline.

Upon Borrower's breach of any covenant or agreement of Borrower in this instrument, Lender may in person, by agent or by a counsel, perform all acts necessary and appropriate for the protection and maintenance thereof, including, but not limited to, the cancellation of all contracts and agreements for the protection and maintenance thereof, and any other action which Lender deems necessary to protect the security interest of Lender in the property. Borrower hereby consents to the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this instrument, thereby expressly waiving the notice and demand period required by law.

Borrower hereby conveys to Lender all right, title and interest in and to the property described above, and will not execute any other instrument which would conflict with the terms of this Agreement. Borrower agrees to pay all taxes, assessments, and other charges which may be levied against the property by any governmental authority or agency, and to defend the title to the property against all claims and demands of third persons.

concerned with the Construction Loan Agreement, the obligations of the Note and this instrument.

**23. CONSTRUCTION LOAN PROVISIONS.** Borrower agrees to comply with the covenants and conditions of the Construction Loan Agreement in any manner required by the Lender to protect the Lender's interest in and make a part of this instrument. All advances made by Lender pursuant to the Construction Loan Agreement shall be independent of Borrower's right to pay the principal amount due under this instrument. All advances made by Lender pursuant to the Construction Loan Agreement shall be paid to the Lender by the Borrower.

mechanism of action is common to all the compounds mentioned above. The mechanism of action of the compounds mentioned above is common to all the compounds mentioned above.

**2A. WAIVER OF MARS HALLING.** Notwithstanding the existence of any other security interests in the Property held by Lesne or by any other person, the parties hereto do hereby waive all rights to sue for the recovery of any amounts due under the Note or any other documents evidencing the indebtedness of the Tenant to the Lender.

### **22. WAIVER OF STATUTE OF LIMITATIONS.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the loan or the collection of any amount borrowed by or before the time of any action brought to enforce the terms of any other obligation secured by this instrument.

Instrument and the Note are declared to be severable. In the event that any applicable law limits the amount of interest or other charges permitted to be collected from the Note, the Note is limited to the amount of interest or other charges that are otherwise permitted under applicable law, such as the maximum amount of interest or other charges that may be charged under applicable law, and the Note is considered satisfied if the amount of interest or other charges paid to date exceeds the amount of interest or other charges that would have been charged if the Note had been fully paid. The Note is not subject to the provisions of the Truth-in-Lending Act, the Equal Credit Opportunity Act, or any other federal consumer protection laws, except to the extent that such laws are specifically applied by applicable law. The Note is not a consumer credit transaction under the Truth-in-Lending Act, the Equal Credit Opportunity Act, or any other federal consumer protection laws, except to the extent that such laws are specifically applied by applicable law.

# UNOFFICIAL COPY

**14. ESTOPPEL CERTIFICATE.** Borrower shall within ten days of a written request, furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this instrument and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this instrument.

**15. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** This instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Lender may require to perfect a security interest with respect to said items. 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 as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 27 of this instrument.

**16. LEASES OF THE PROPERTY.** As used in this paragraph 16, the word "lease" shall mean "sublease" if this instrument is on a leasehold. Borrower shall comply with and observe Borrower's obligations as landlord under all leases of the Property or any part 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 furnish 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 against rent, (ii) notify Lender thereof and of the amount of said set-offs, and (iii) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

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

**17. REMEDIES CUMULATIVE.** Each remedy provided in this instrument is distinct and cumulative to all other rights or remedies under this instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

**18. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY.** If Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time 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, 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 assets and such seizure is not discharged within ten days, then Lender 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 THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION.** On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums secured by this instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 27 of this instrument. This option shall not apply in case of:

- (a) transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner;
- (b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Lender and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including, if required by Lender, an increase in the rate of interest payable under the Note;
- (c) the grant of a leasehold interest in a part of the Property of three years or less (or such longer lease term as Lender may permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this instrument is on a leasehold);
- (d) sales or transfers of beneficial interests in Borrower provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Borrower, but excluding sales or transfers under subparagraphs (a) and (b) above, do not result in more than 49% of the beneficial interests in Borrower having been sold or transferred since commencement of amortization of the Note; and
- (e) sales or transfers of fixtures or any personal property pursuant to the first paragraph of paragraph 6 hereof.

**20. NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this instrument or in the Note shall be given by mailing such notice by certified mail addressed to Borrower at Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to 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; AGENTS; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender 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 Lender. The captions and headings of the paragraphs of this instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

**22. UNIFORM MULTIFAMILY INSTRUMENT: GOVERNING LAW; SEVERABILITY.** This form of multifamily instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property and related fixtures and personal property. This instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this

# UNOFFICIAL COPY

{~~adding~~ so + ~~add~~}

14. BOOKS AND RECORDS. Borrower shall keep and maintain at all times at Borrower'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. 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 in writing furnish Lender with a balance sheet of each fiscal year from the date of each change in financial statements and any other statement required by Borrower, showing the name of each tenant, and for each tenant, the space occupied. Lender, at his expense, shall inspect the property, furnished by Borrower, at any other time upon independent audit or otherwise, together with the accompanying financial statements and at any other time upon the property and statement of changes in financial position, each in reasonable detail, at the expense of Borrower, by an independent accountant certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied.

9. INSPECTION. Landlord may make or cause to be made reasonable entries upon and inspections of the Premises.

Any amounts disbursed by Lender pursuant to the paragraph, shall become additional indebtedness of Borrower shall be paid from the Note unless otherwise directed in the paragraph, in which instances, shall become additional indebtedness of Borrower and shall bear interest at the rate of disbbursement in the terms of promissory note, such amounts shall be paid directly to the Note payee or to the Note collectee from whom they may be withheld under the applicable law.

**PROTECTION OF UNDERGROUND PROPERTY**. If Borrower fails to perform the covenants and agreements contained in this instrument, including, but not limited to, any action or proceeding which commences in any court of law to enjoin, restrain, or otherwise interfere with the exercise of the rights of Lender under this instrument, or if any provision of this instrument is declared illegal, void, or unenforceable, Lender may, at Lender's option, declare all obligations of Borrower under this instrument to be due and payable, and Lender may exercise any right or power available to Lender under applicable law.

the use for which all or any part of the Property was intended at the time this instrument was executed. Borrower shall not institute or commence in any action or proceeding to claim or recover any part of the Property without Lender's prior written consent.

Bottowever, shall not surmounter the keashead chate and intreates heretin conveyned nos remittante of chancl the ground leane crelling stid esteate and laterrut, and Bottowever shal not surmounter the chate and intreates heretin conveyned nos remittante of chancl the ground leane crelling stid esteate and laterrut.

WHEN RECORDED MAIL TO  
GREAT AMERICAN FEDERAL SAVINGS  
1001 LAKE STREET  
OAK PARK, IL 60301

# UNOFFICIAL COPY

3871878

C34074

LOAN # 01-10567781

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by:  
JAMES D. O'MALLEY  
GREATAMERICAN FEDERAL SAVINGS AND LOAN ASSN.

RIDER ATTACHED TO MORTGAGE FOR RECORDING

1001 LAKE STREET - OAK PARK, IL. 60301

## MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (Security for Construction Loan Agreement)

THIS MORTGAGE (herein "Instrument") is made this 23RD day of MARCH 1990, between the Mortgagor/Gantor, ARTIS HAYWOOD, SR., DIVORCED AND NOT SINCE REMARRIED whose address is 7520 S. VERNON AVE. - CHICAGO, IL. 60619 (herein "Borrower"), and the Mortgagee GREATAMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a CORPORATION organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is 1001 LAKE STREET - OAK PARK, IL. 60301 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated MARCH 23, 1990 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2015:

TO SECURE TO LENDER (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 future advances, with interest thereon, made by Lender to Borrower pursuant to paragraph 10 hereof (herein "Future Advances"); (c) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated 19, if any, as provided in paragraph 15 hereof; (d) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; and (e) the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant, convey and assign to Lender [the leasehold estate pursuant to a lease (herein "ground lease") dated between and , recorded in , in and to] the following described property located in COOK, COUNTY, State of Illinois:

\* Delete bracketed material if not completed.

LOT 16 AND LOT 17 IN WATSON AND BARTLETT'S SUBDIVISION OF BLOCK 8 IN THE CIRCUIT COURT PARTITION OF THE EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 20-25-430-038 VOLUME: 263

P.A. 7840 S. YATES AVE. - CHICAGO, IL. 60649

8437483

**UNOFFICIAL COPY**

3871878

四  
891171

1990 APR -9 PM 12:59  
CAROL MOSELEY BRAU  
REGISTRAR OF TITLES

<b>Customer by</b>	<b>NOTICE</b>
Address _____	_____
Promised _____	_____
Deliver certif. to _____	_____
Business _____	_____
Dead to _____	_____
Address _____	_____
Re-send _____	_____
<b>First American Title Insurance Company of the Mid West</b>	
100 North LaSalle Street Suite 4000 Chicago, Illinois 60602 750-6786	

STATE OF ILLINOIS, .....	County ss:
CORPORATE LIMITED PARTNERSHIP ACKNOWLEDGEMENT	
The foregoing instrument was acknowledged before me this ..... (date)	
..... by ..... (name of officer) ..... or ..... (title) (date)	
(name of corporation) a ..... C.R. ..... (state)	
..... a limited partner ..... a general partner on behalf of ..... (name of partnership)	
My Commission Expires: ..... ship.	

#### **CORPORATE PARTNERSHIP ACKNOWLEDGMENT**

STATE OF ILLINOIS, ..... County ss: The foregoing instrument was acknowledged before me this (date) by ..... (person acknowledging)  
..... general partner on behalf of ..... (name of partnership)  
My Commission Expires: .....  
Notary Public

UNIVERSAL LIMITED PARTNERSHIP ACKNOWLEDGMENT

I, THE UNDERSIGNED, ARTIS HAYWOOD, SR., DIVORCED AND NOT MARRIED		4 Notary Public in and of said county and state, do hereby certify that
personally known to me to be the same person(s) whose name(s) is		before me this day in person, and acknowledged that he/she signed and delivered the said instrument as THIS
Given under my hand and official seal, this 6TH day of APRIL 1990		voluntarily act, for the uses and purposes therein set forth.
		My Commission Expires 10-3-92 "OFFICIAL SEAL"
		Notary Public TRACY A. KACKER Notary Public Seal State of Illinois M/C Commission Expires 10-3-92

STATE OF ILLINOIS, ..... COOK County ss:

## INDIVIDUAL ACKNOWLEDGMENT

<p>STATE OF ILLINOIS, ..... County ss:</p> <p style="text-align: center;">CONCERNING A CROWN WREATH</p>	<p>.....</p>	<p>The foregoing instrument was acknowledged before me this .....            by ..... (date)            (Person acknowledging)            of ..... (Name of corporation)            (Date)</p>
<p>Notary Public .....</p>		
<p>My Commission Expires:            .....            of the corporation.</p>		

# UNOFFICIAL COPY

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

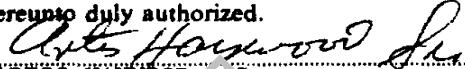
**27. ACCELERATION; REMEDIES.** Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this Instrument to be 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.

**28. RELEASE.** Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this instrument.

**29. WAIVER OF HOMESTEAD AND REDEMPTION.** Borrower hereby waives all right of homestead exemption in the Property. If Borrower is a corporation, Borrower hereby waives all right of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this instrument, except decree or judgment creditors of Borrower.

**30. FUTURE ADVANCES.** Upon request of Borrower, Lender, at Lender's option so long as this instrument secures indebtedness held by Lender, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this instrument when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this instrument, not including sums advanced in accordance herewith to protect the security of this instrument, exceed the original amount of the Note (\$US \$.....) plus the additional sum of US \$.....

IN WITNESS WHEREOF, Borrower has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.



ARTIS HAYWOOD SR.

-BORROWER

Borrower's Address:

7840 S. YATES AVE.

CHICAGO, IL. 60649

3871878

TOGETHER WITH ALL BUILDINGS, IMPROVEMENTS, AND TENEMENTS, AND PRECINCTS ON THE PROPERTY, AND ALL HEREAFTER ACQUIRED ALLEGEDLY OR CONCEALED, 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 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 CLOSERIS, SINKS, RANGESES, STOVES, REFIGERATORS, DISHWASHERS, DISPOSALS, WASHERS, DRYERS, AWNINGGS, STORM WINDOWS, SWING DOORS, PICTURES, BLINDS, SHADES, CURTAINS AND CURTAIN RODS, MIRRORS, CABINETS, PANELLING, RUGS, ATTACHED FLOOR COVERINGS, UMBRELLAS, GARDEN PLANTS, TREES AND PLANTS, AND . . . . .

SHALL BE DEEMED TO BE AND REMAIN A PART OF THE REAL PROPERTY COVERED BY THIS INSTRUMENT; AND ALL OF THE FOREGOING, : ALL OF WHICH, INCLUDING REPLEVINS AND ADDITIONS THERETO, SHALL BE DEEMED TO BE AND REMAIN A PART OF THE LEASEHOLD ESTATE IN THE EVENT THIS INSTRUMENT IS ON A LEASEHOLD, TOGETHER WITH SAID PROPERTY (OR THE LEASEHOLD ESTATE IN THE EVENT THIS INSTRUMENT IS ON A LEASEHOLD) ARE HEREBY REFERRED TO AS THE "PROPERTY".

BORROWER COVENANTS THAT BORROWER IS LAWFULLY SEIZED OF THE ESTATIC HEREBY CONVEYED AND HAS THE RIGHT TO MORTGAGE, GRANT, CONVEY AND ASSIGN THE PROPERTY (AND, IF THIS INSTRUMENT IS ON A LEASEHOLD, THAT THE GRUND LEESE IS IN FULL FORCE AND EFFECT WITHOUT MODIFICATION EXCEPT AS NOTED ABOVE AND WITHOUT WAIVER, AND DEFEND GRENFALLY THE TITLE TO THE PROPERTY AGAINST ALL CLAIMS AND DEMANDS, SUBJECT TO ANY CASEMENTS AND RESTRICTIONS LISTED IN A SCHEDULE OF EXCEPTIONS TO COVERAGE IN ANY TITLE INSURANCE POLICY ISSUED IN THE PROPELTY.