

UNOFFICIAL COPPS 61190 2000-11-01 13:10:42

Cook County Recorder



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	D-889 1903
	THE ABOVE SPACE FOR RECORDERS USE ONLY RE, made 10-27-00 between <u>CEAUDETTE E. GENTILE, unmarried</u> herein referred to as "Grantors", and <u>PAUL J RATHMAN</u>
"Trustee", witness	of <u>BLOOMINGDALE</u> , Illinois, herein referred to as
THAT, WHEREAS "Beneficiary", the	S the Grantors have cromised to pay to <u>ASSOCIATES HOME EQUITY SRVCS</u> , herein referred to as legal holder of the Loar, Agreement hereinafter described, the principal amount of \$ 114122.26, rest thereon at the rate of (check applicable box):
PAYMENT N SCHEDULE L	Monthly Payment(s) in the amount(s) shown below will be due as shown below. (For Variable Rate Loans, this Schedule may change.)
\$ • •	beginning on; followed by \$beginning on; followed by \$beginning on; followed by \$on
AGREED V RATE OF INTEREST FIXED RATE: [Whichever boxes are checked, the corresponding provision applies. The Agreed Rate of Interest on my loan is
DISCOUNTED [FIXED RATE:	The Agreed Rate of Interest on my loan is% per annum. However, for the first payment periods of my loan term, the Agreed Fate of Interest will be%.
VARIABLE [RATE	THIS IS A VARIABLE INTEREST RATE LOAN AND THE AGE-ED RATE OF INTEREST WILL INCREASE OR DECREASE WITH CHANGES IN THE INDEX. The Index is the "Bank Prime Loan Rate" published in the Federal Reserve Board's Statistical Release H.15. The Agreed Rate of Interest is determined by the sum of the Index plus a margin.
RATE: n	The Index as of the last business day ofis%, my margin is%, therefore my current Agreed Rate of Interest is% per year.
b	My Agreed Rate of Interest is subject to change when the value of the Index changes as set forth pelow. The rate cannot increase or decrease more than 2% in any year. In no event, however, will the rate ever be less than% per year nor more than% per year.
MONTHLY ERATE CHANGE/ ANNUAL PAYMENT CHANGE	The Agreed Rate of Interest is subject to change the 15th day of every month if the Bank Prime Loan Rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4 of a percentage point from the rate for the previous month. Adjustments in the Agreed Rate of Interest will be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under this Loan Agreement will be paid by the final payment date, excluding any balloon payment, if applicable. Lender waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan. The rate will not change before the First Payment Due Date.
	ORIGINAL (1) BORROWER COPY (1)

607664 REV. 6-99 (I.B.)

RETENTION COPY (1)

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SEMI-ANNUAL RATE CHANGE/ SEMI-ANNUAL PAYMENT CHANGE	The Agreed Rate of Interest is subject to change on the sixth payment due date and every sixth month thereafter if the Bank Prime Loan Rate, as of the last business day of the month preceding the previous month has increased or decreased by at least 1/4 of a percentage point from the rate for the previous six month period. Adjustments in the Agreed Rate of Interest will be given effect by changing the dollar amounts of the remaining monthly payments on the sixth payment due date and every sixth months thereafter so that the total amount due under this Loan Agreement will be paid by the final payment date, excluding any balloon payment, if applicable.
DISCOUNTED	However, until my sixth payment due date, my Agreed Rate of Interest is discounted and will be% per year.
ONLY TO LOANS SUBJECT TO SEMI-ANNUAL CHANGES)	Beginning with the sixth payment due date, the Agreed Rate of Interest will be determined by adding the margin to the Index as of the last business day of the month preceding the previous month and my payment will change. Thereafter, the Agreed Rate of Interest and payment will increase or decrease on the twelfth payment due date and every six months thereafter as stated in the paragraph immediately above.
provisions and limitations by the Grantors to be perhereby acknowledged, do the following described Figure 12 IN BLOCK 6 IN PART OF THE SOUT	the Grantors to secure the payment of the said obligation in accordance with the terms, soft this Trust Deed, and the performance of the covenants and agreements herein contained, rformed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, restate and all their estate, title and interest therein, situate, lying and being in the COOK AND STATE OF ILLINOIS, to wit: N SHERMAN AND KRUTZ'S ROSELAND PARK ADDITION TO PULLMAN, A SUBDIVISON THEEST 1/2 OF THE NORTHEAST 1/2 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, OR RINCIPAL MEPIDIAN, IN COOK COUNTY, ILLINOIS
PIN: 25-21-225-026	
COMMONLY KNOWN AS:	11428 S PRINCETON CHICAGO, IL
which with the property t	hereinafter described, is referred to herein as the "premises."

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with improvements and fixtures now attached together with casements, rights, privileges, interests, rents

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and

- Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements row or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good contilion and repair, without waste, and free from mechanic's 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 Trustee or to Benefic ary; (4) complete within a reasonable time any building or buildings now or at anytime in process of erection 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. Grantors 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 Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require, 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 companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

607664

16. 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 any action at law upon the note hereby secured.

- 11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- 13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien thereof, by proper instrument.
- 14. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written. (SEAL) (SEAL) a Notary Public in and for and residing in said County, in the SS. State aforesaid, DO LEREBY CERTIFY THAT <u>Claudet</u> County of personally known to me to be the same who in in the second whose name person "OFFICIAL SEAL" to the foregoing Instrument, appeared before me this day in PATRICIA A. TOWNS person and acknowledged that signed and Notary Public, State of Illindis T delivered the said Instrument as _ free and My Commission Expires 10/22/02 voluntary act, for the uses and purposes therein set forth. ************** GIVEN under my and and Notarial Seal this 27TH OCTOBER This instrument was prepared by

C KESNER 303 E ARMY TRL RD, SUITE 209, BLOOMINGDALE, IL 60108

(Address)

- 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors 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, procure insurance, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or promise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale 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 connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors. Nothing contained in this paragraph shall require Trustee or Beneficiary to incur any expense or take any action whatsoever.
- 5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiring into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, not with standing anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby size red shall become due whether by acceleration or otherwise, Beneficiary or Trustee 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 discret for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay 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 abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses 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 annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose vinetier or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 8. 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 items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Loan Agreement, with interest hereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Granters, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill 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 Grantors 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 Trustee hereunder may be appointed as such receiver. Such receiver shall have the 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 Grantors, 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 or are usual 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 Trust Deed, 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.

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THIS RIDER AMENDS THE LOAN AGREEMENT/PROMISSORY

AGREED RATE REDUCTION RIDER *

ON TIME PAYMENTS AND INITIAL RATE REDUCTION If at any time during the term of this loan, you make twelve consecutive full monthly payments in a row without ever during that time being or becoming thirty or more days contractually delinquent (that is, you are not delinquent at the time you make the first of twelve monthly payments and you make each of the twelve monthly payments any time between its due date and the day prior to the next payment's scheduled due date) ("On Time Payments"), we will reduce your Agreed Rate of Interest by one-half of one percentage point (.50%). You may only earn this initial rate reduction once over the life of this loan.

FURTHER RATE REDUCTION

If, after receiving a .50% reduction to your Agreed Rate of Interest as described in Paragraph One, you make twelve more consecutive On Time Payments, we will reduce your Agreed Rate of Interest by an additional three-quarters of a percentage point (.75%). This rate reduction can only be earned once over the life of this loan.

If, after receiving a .75% reduction to your Agreed Rate of Interest as described in Paragraph Two, you make twelve more consecutive On Time Payments, we will reduce your Agreed Rate of interest by an additional one percentage point (1.00%). This rate reduction can only be earned once over the life of this loan.

If, after receiving a 1.00% reduction to your Agreed Rate of Interest as described in Paragraph Three, you make twelve more consecutive On Time Payments, we will reduce your Agreed Rate of Interest by an additional one percentage point (1.00%). This rate reduction can only be earned once over the life of this loan.

LIMITATIONS AND MINIMUM RATE

Your Agreed Rate of Interest will never be reduced more than three and one-fourths (3.25%) percentage points over the life of the loan, and, pursuant to the second, third, and fourth scheduled rate reductions, will not be reduced below the minimum rate "floor" for this rate reduction program, which is one percentage point (1.00%) above the highest Prime Rate as disclosed in the Money Rates section of The Mall Street Journal on the effective date of your proposed rate reduction as described in this River. However, the program floor rate will not be imposed in connection with the first scheduled rate reduction of .50% described in Paragraph One above.

EFFECTIVE DATE OF RATE AND PAYMENT CHANGE If you are entitled to a reduction in your Agreed Rate of Interest pursuant to this Rider, the reduct will be effective the day after the scheduled due date of the payment that qualifies you former rate reduction. The monthly payment amount will like wise be modified, effective on the standard monthly payment due date after the rate reduction is effective. The modification of the ship payment amount will be based on the scheduled loan be land. However, if you premute our account in full during the month in which the rate reduction is to occur, there will be a reduction.

If you pay off an existing loan that is in our rate reduction program with the proceeds of this loan then the number of On Time Payments made toward any prospective rate reduction on the prior loan will be carried forward and considered or purposes of determining the timing of the first potential rate reduction on this loan; however, the amount of the first potential rate reduction on this loan will be that stated in Paragraph One above.

Claudello F. Gentle	•	
Borrower	Co-Borrower	
10/27/00	1 dwg	
Date	Date	

* The Agreed Rate Reduction Rider and the rate reduction program it discusses does not apply to variable rate or adjustable rate loans, to open-end (revolving) loans, nor to loans made to finance the purchase of real property from Lender.

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BORROWER COPY (1)	
CO-BORROWER COPY (1)	

UNOFFICIAL COPY ESTA CLAUSULA ENMIENDA EL ACUERDO/PAGARE



ESTA CLAUSULA ENMIENDA EL ACUERDO/PAGARE DE PRESTAMOS ASENTADO EN LA FECHA ABAJO SEÑALADA

CLAUSULA DE REDUCCION DEL INTERES ACORDADA*

PAGOS A TIEMPO Y REDUCCION A LA TASA INICIAL

Si en cualquier momento durante el término de este préstamo, usted efectúa doce pagos mensuales completos consecutivamente, sin que su cuenta llegue a estar 30 días o más contractualmente morosa (lo que significa que no se retrasará desde el momento que haga el primero de los doce pagos mensuales y que efectuará cada uno de los doce pagos mensuales en cualquier momento entre su fecha de vencimiento y el día anterior al siguiente pago programado) ("Pagos A Tiempo"), nosotros reduciremos su Tasa de Interés Acordado, una mitad de un punto porcentual (.50%). Esta reducción de interés inicial se puede obtener solamente una vez durante el término de este préstamo.

REDUCCION ADICIONAL A LA TASA DE INTERES Si después de recibir un .50% de reducción en su Tasa de Interés Acordada como se describe que el Párrafo Uno, usted hace otros doce Pagos A Tiempo consecutivos, inmediatamente después de la primera reducción de interés, nosotros reduciremos su Tasa de Interés Acordada por tres cuartos de un punto porcentual (.75%) adicionales. Esta reducción se puede obtener solamente una vez durante el término del préstamo.

Si respués de recibir un .75% de reucción en su Tasa de Interés Acordada como se describr que el Párrafo Dos, usted hace ostros doce Pagos A Tiempo consecutivos, inmediats. rente después de la segunda reducción de interés, nosotros reduciremos su Tasa de Interés Acordada un punto porcentual (1.00%) adicional. Esta reducción se puede obtener solan ente una vez durante el término del préstamo.

Si después de recibir un 1.00% de reducción en su Tasa de Interés Acordada como se describe que el Parrafo Tres, usted hace otros doce Pagos A Tiempo consecutivos, inmediatamente después de la segunda reducción de interés, nosotros reduciremos su Tasa de Interés Acordada un panto porcentual (1.00%) adicional. Esta reducción se puede obtener solamente una vez durante el término del préstamo.

LIMITACIONES E INTERES MINIMO

Su Tasa de Interés Acordada nurca será reducida más de tres un cuarto de por ciento (3.25%) durante el término del préstano, y por consiguiente, la segunda, tecera y cuarta reducciones, no disminuirán por debajo de la tasa mínima para este programa de reducción que es un punto porcentual (1.00%) sobre la Tasa Preferencial más alta publicada en la sección Money Rates del Wall Street Journa del día que entra en vigor la propuesta reducción de su interés. Sin embargo, el programa de tasa mínima no será aplicado en describe en el Párrafo Uno de esta cláusula.

FECHA EN QUE ENTRA EN EFECTO LA TASA Y EL CAMBIO DE PAGO

Si usted tiene derecho a una reducción en su Tasa de l' terés Acordada de acuerdo a esta Cláusula, la reducción entrará en efecto un día después de la fecha de vencimiento del pago que lo hace acreedor a la reducción de su tasa de interés. La cantidad del pago mensual será igualmente modificada, a partir de la fecha de vencimier o del primer pago en que empieza la reducción de la tasa de interés. La modificación de la cantidad del pago mensual se basará en el balance programado del préstamo. Sin embargo, si usted paga su cuenta totalmente por adelantado durante el mes en que ocurrirá la reducción de la tasa de interés, no habrá reducción sobre la tasa de interés.

Si usted liquida un préstamo ya existente que está en nuestro de reducción de interés, con el dinero de este préstam, entonces el número de Pagos a Tiempo hechos copectiva de una reducción del interés en su préstamo serán considerados para el propósito de determinar el período de la primera reducción potencial de interés en este préstamo; sin embargo, la cantidad de la primera reducción potencial en la tasa de interés sobre este préstamo será aquélla establecida en el Párrafo Uno.

* Esta Cláusula a la Reducción de Interés Acordada y el programa de reducción de interés que se refiere no es aplicable a préstamos de interés variable o ajustable, préstamos ilimitados (revolventes), ni a préstamos para financiar la compra de bienes raíces del Acreedor.

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CO	PIA PARA EL PRESTATARIO (1)
COL	PIA PARA EL CO PRESTATARIO (1)