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PURCHASE MONEY TRUST DEED

Trust Deed 2 Corporate Mortgagor
Term Secures ONE Principal Note
USE WITH NOTE 2
Form 260 R.6/98

0020439843

3189/0050 18 001 Page 1 of 16
2002-04-17 10:15:09
Cook County Recorder 99.00



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This trust deed consists of six pages AND Rider Number 1 consisting of 8 pages AND Trustee's general exoneration rider consisting of one page. The covenants, conditions and provisions appearing on subsequent pages and incorporated herein by reference and are a part hereof and shall be binding on the mortgagor, its successors and assigns.

*U. S. Bank, N.A. f/k/a

THIS INDENTURE, made April 11, 2002, between *Firstar Bank, N.A., as trustee of trust no. 7570 u/t/a dated 2/14/02 and not personally, a corporation organized under the laws of United States herein referred to as "Mortgagor", and CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth:

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THAT, WHEREAS the Mortgagor are justly indebted to the legal holder or holders of the Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note in the Total Principal Sum of Two Hundred Twenty-One Thousand Eight Hundred Fifty and 00/100 (\$221,850.00) DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagor promises to pay the said principal sum on September 25, 2009 with interest thereon from April 11, 2002 until Maturity at the rate of 7 percent per annum, payable in interest only payments on the 25th day of each month, the interest payment shall be calculated on a twelve (12) month thirty (30) days per month year with the initial interest of \$1,294.13 per month based on the above stated principal amount for a full month period. In the event the outstanding principal balance is reduced then the new monthly payment shall equal the amount of interest accrued for each following month for the then outstanding principal balance calculated on a twelve (12) month thirty (30) days per month year. The first payment shall be on April 25, 2002 and on the same day of each month thereafter until maturity.

In the event that the property securing this note is converted to condominiums then the undersigned agrees to pay Bearer one half of the then outstanding balance of principal and interest upon the earlier of the closing or transfer of the first unit and the balance of the outstanding principal and interest upon the earlier of the closing or transfer of the second unit. Said principal and interest being made payable at such banking house or trust company in Western Springs, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Vernon and Darlene LaChappelle, in said City, 4619 Franklin Avenue, Western Springs, Illinois 60558.

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NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 7 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST FIVE-EIGHTHS OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

P.I.N. 18-05-302-003-0000

COMMONLY KNOWN: 4343-4345 Franklin Avenue
Western Springs, Illinois 60558

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

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.

In Witness Whereof said Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by said corporation. Said resolutions further provide that the principal note herein described may be executed on behalf of said corporation by its Land Trust Officers. The Terms and provisions of Rider 1 (8 pages) and of the Trustee's general exoneration rider of 1 page are incorporated herein as if fully set forth in this space.

U. S. Bank, N.A. f/k/a See Rider Attached Hereto and made a part hereof

Corporate Seal

FIRSTAR BANK, N.A., NOT PERSONALLY BUT SOLELY AS TRUSTEE
OF TRUST NO. 7580 u/t/a DATED FEBRUARY 12, 2002

BY: Norma J. Haworth ASSISTANT VICE PRESIDENT
Norma J. Haworth, Land Trust Officer

ATTEST: Angela McClain ASSISTANT SECRETARY
Angela McClain, Land Trust Officer

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GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by U.S. BANK, N.A., not personally but as Trustee under Trust No. 7570 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

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STATE OF ILLINOIS

SS

COUNTY OF Cook

I, _____ the undersigned _____ a Notary Public in and for the residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT

Norma J. Haworth, Land Trust Officer and Angela McClain, Land Trust Officer

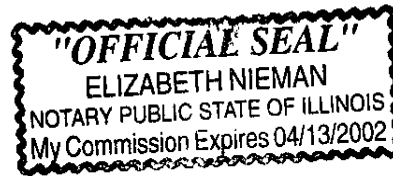
of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officers, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Land Trust Officers then and there acknowledged that said Company to said instrument as said Land Trust Officers own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of April, A.D. 2002

NOTARY PUBLIC

Elizabeth Nieman

Notarial Seal



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO PREVIOUSLY ARE:

1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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 hereof; (c) 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 holders of the note, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

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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 Trustee or to holders of the notes duplicate receipts therefore. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and

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renewal policies, to holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the notes securing this trust deed, if any, otherwise the pre maturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes 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 injury 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. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

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7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, 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 decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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 holders of the notes, or any of them, 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 to 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 a rate equivalent to the post maturity rate set forth in the notes securing this trust deed, if any, otherwise the pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes 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 whether 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.

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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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, 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 the 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 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 by redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be 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: (a) 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; (b) the deficiency in case of sale and deficiency.
10. 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 notes hereby secured.
11. Trustee or the holders of the notes, or of any of them, 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, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note or the trust deed, 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number of the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

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14. Trustee may resign by instrument in writing filed in the office of the Recorder in which this instrument shall have been recorded. 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 the be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

17. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee of successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 82405F

CHICAGO TITLE LAND TRUST COMPANY

BY [Signature]
Assistant Vice President, Assistant Secretary

RECORDER'S OFFICE BOX NUMBER 333

MAIL TO:

NAME Joseph J. McGinnis
STREET 151 East 22nd Street
CITY Lombard, IL 60148

FOR INFORMATION ONLY INSERT
STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

4343-4345 FRANKLIN AVENUE

WESTERN SPRINGS, ILLINOIS 60558

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RIDER NUMBER 1 TO NOTE AND TRUST DEED DATED April 11, 2002

If any term or provision of this rider shall conflict with the pre-printed terms and conditions of the form note and trust deed to which this rider is a part, then the terms and provisions of this rider shall control over the conflicting terms and provisions of said pre-printed document.

U. S. Bank, N. A. f/k/a

MORTGAGORS/BORROWERS *Firststar Bank, N.A., as Trustee under Trust Agreement dated February 14, 2002 and known as trust number 7570 and Jan C. Faulkner, individually, Address 542 Lathrop Avenue, River Forest, IL 60305 identified herein as "borrower" or "mortgagor" or combination thereof.

MORTGAGEE/TRUSTEE/LENDER, Chicago Title and Trust Company, as trustee, for noteholder Vernon LaChappelle and Darlene LaChappelle Address 4619 Franklin, Western Springs, Illinois, 60558-1534, collectively identified herein as "lender" or "Mortgagee" or "trustee" or "note holder" or combination thereof.

AMOUNT OF MORTGAGE: Two-Hundred-Twenty-One-Thousand-Eight-Hundred-Fifty and no/100ths Dollars (\$221,850.00)

THE PROPERTY commonly known as 4343-4345 Franklin, Western Springs, Cook County, Illinois and legally described as follows:

LOT 7 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST FIVE-EIGHTS OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PIN 18 05 302 003

(hereinafter referred to as "the premises")

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PAYMENTS: Borrower hereby covenants and agrees to pay to Vernon F. LaChappelle or Darlene LaChappelle at 4619 Franklin, Western Springs, Illinois 60558-1534 or to such other person or at such other place as Note Holder may from time to time designate in writing, the principal with interest on the balance remaining from time to time unpaid at the rate of Seven Percent (7 %) per annum payable monthly with interest only payments to be made on the 25 day of each month beginning on April 25, 2002 until the note is fully paid with the final balloon payment of all outstanding principal and interest, if not earlier paid, to be made on September 25, 2009. Interest for each month shall be calculated upon the outstanding balance on the first day of each month.

Borrower may subject the land to the Condominium Property Act of the State of Illinois and in such event, this mortgage shall attach to the several units created thereby and shall be partially released as to each unit sold upon principal paydown to lender of one half of the then outstanding principal balance as of the date of transfer or sale of the first condominium unit to be sold/transferred and the balance of the outstanding principal and interest due pursuant to the note and trust deed shall be paid upon the sale/transfer/conveyance of the second such condominium unit. Such payments shall be made at the earlier time of conveyance or closing of such sale/transfer.

(a) Borrower's taking possession of the premises making the initial payments under this note/mortgage shall be conclusive evidence that Borrower in all respects accepts and is satisfied with the physical condition of the premises.

(b) Borrower shall make timely payments to the holder. Any failure to timely make payments shall constitute a default under the terms of this note and trust deed and shall accelerate and cause the entire balance of any unpaid principal and interest due or to become due under this note and trust deed to become immediately due and payable.

(c) This note may be prepaid in whole or in part at any time without penalty.

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LENDER REPRESENTATIONS: Borrower/Mortgagor agrees that Seller/Lender/Mortgagee has made no warranties or representations, express or implied, concerning the condition of any of the premises or property thereon or any component thereof including, without limitation, acreage or square footage, the operation or the cost or results of operation of the property and any economic forecast or projection concerning earning, rent, value of profits, the land use restrictions or zoning affecting the property, the compliance of the property or any part thereof with any laws, statutes, rules, ordinances, decrees, judgments or orders applicable thereto, the use, existence, or prior use or existence of any hazardous substances therein or thereon.

- (a) Without limiting the generality of the foregoing, Borrower/Mortgagor agrees that Sellers/Lenders/Mortgagees have made no representation or warranty as to the presence or absence of any lead paint, oil, or toxic or hazardous waste, materials, or substances in, on, under or otherwise affecting the Property. Borrower/Mortgagor expressly waives, to the fullest extent permitted by law, any and all claims against Sellers/Lenders/Mortgagees, and each of them, for any and all costs arising in any way out of or in conjunction with the presence or alleged presence of any such lead paint, waste, materials, or substances, toxic or otherwise, in, on, under, or otherwise affecting the Property.
- (b) Mortgagor/Borrowers acknowledge that Sellers/Lenders/Mortgagees have made no representation as to any underground storage tanks or as to the condition of the ground areas and that Borrower/Mortgagor is familiar with the environmental status of the land.
- (c) Mortgagors/Borrowers acknowledges and agrees that they has made all inspections and tests and other examinations as they deem appropriate as to the condition of the premises and have agreed to purchase and accept the Premises "AS IS" with all faults and defects and without warranty or representation by Seller/Lender/Mortgagee as to fitness or suitability for any particular purpose or any other warranty of condition

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whatsoever.

- (d) IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER/BORROWER/MORTGAGOR PRIOR TO THE DATE OF THIS DOCUMENT, IT SHALL BE CONCLUDED THAT THE CONDITION OF THE EQUIPMENT AND PREMISES TRANSFERRED IS SATISFACTORY TO THE BUYER/BORROWER/MORTGAGOR, AND THE SELLER/LENDER/MORTGAGEE SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

PERFORMANCE:

(a) If Borrower/Mortgagor (1) defaults by failing to pay when due any single installment or payment required to be made to Lender under the terms of this Note or Trust Deed securing this Note and such default is not cured within ten (10) days of ~~written notice to Borrower~~; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Borrower within twenty-one (21) days ~~after written notice to Borrower~~ (unless the default involves a dangerous condition with shall be cured forthwith), Lender may treat such a default as a breach of this Agreement and Lender shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid money due; (ii) declare the entire balance due and maintain an action for such amount; (iii) proceed in accordance with the Illinois Mortgage Foreclosure law.

(b) If default is based upon the failure of borrower to pay taxes, assessments, insurance or liens in a timely manner, Lender may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Borrower to Lender.

(c) Lender may impose and Borrower agrees to pay a late charge not exceeding 5% of any periodic sum due hereunder which Lender elects to accept after ten (10) days after the date the sum was due.

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(d) Any past due payment amount not paid within thirty days of its due date shall bear a post maturity rate of interest of Ten percent (10%) per annum payable monthly in addition to being immediately due and payable.

DEFAULT, FEES:

(a) Borrower shall pay all reasonable attorney's fees and costs incurred by the Lender in enforcing the terms and provisions of this Note/ Mortgage/Trust Deed or in defending any proceeding in which Lender is made a party to any legal proceedings as a result of any act or omissions of the Borrower.

(b) (1) All rights and remedies given to Borrower or Lender shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived herein; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default. The payment or acceptance of money after it falls due after knowledge of any breach of this Agreement by Borrower or Lender, or after the service of any notice, or after commencement of any suit, shall not affect any such notice, demand or suit or any right hereunder not herein expressly waived.

NOTICES:

All notices required to be given under this Note/mortgage shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested unless mailed to a Post Office Box and in such event notice shall be deemed given if mailed by registered mail without return receipt, to the parties addressed if to Lender at the address shown above or if to the borrower/mortgagor at P.O. Box 5471, River Forest, Illinois, and also to Jan C. Faulkner at 542 Lathrop Avenue, River Forest, IL 60305 . Notice shall be deemed made when mailed or served. Notice delivered to any one Borrower/Mortgagor shall be deemed notice to all Borrowers/Mortgagors.

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ABANDONMENT: Five days of continual physical absence by Borrower/Mortgagor with any installment/payment due being unpaid, and reason to believe Borrower/Mortgagor has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Borrower/Mortgagor. In such event, and in addition to Lender's remedies set forth herein, Lender may, but need not, enter upon the premises and act as Borrower's agent to perform necessary repairs to maintain the premises. In such event, Borrower shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Borrower's interest therein shall thereby pass under this Note/Mortgage as a bill of sale to Lender without additional payment by Lender to Borrower. There shall be no default in the event that construction work is proceeding at a reasonable pace. This paragraph shall not be operative as long as payments are timely made.

ASSIGNMENT: Other than the conveyance pursuant to sale of individual condominium units pursuant to partial paydowns as described in the Note and herein, the Borrower shall not convey, transfer, pledge or assign its right to the premises/property mortgaged nor shall Borrower transfer or permit any transfer of the beneficial interest in the land trust holding title to the mortgaged property (except for collateral purposes which are junior to the lien of lender/note holder herein) without the prior written consent of the Lender/Note Holder. Any such assignment or transfer shall be a default under the terms of this Note and Mortgage/Trust Deed and thereupon, the entire unpaid balance of principal and interest may at the option of the Note Holder be immediately due and payable.

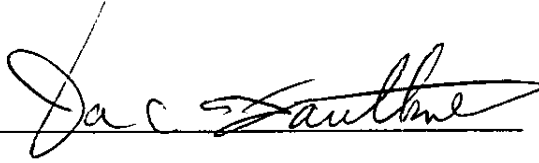
PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid, but the note and mortgage shall continue with such provision stricken as if not included.

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*U. S. Bank, N.A. f/k/a

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 11th day of April, 2002.

BORROWER:




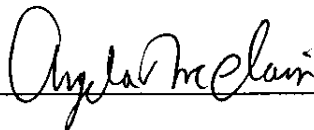
JAN C. FAULKNER, Individually and personally

AND

Trustee's General Exemption Rider is attached hereto and made a part of this agreement as to its application to **Firststar Bank, N.A.**

*** FIRSTSTAR BANK, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 14, 2002, AND KNOWN AS TRUST NUMBER 7570**

By:  **its President/Land Trust Officer**
Norma J. Haworth

Attest:  **its Secretary/Land Trust Officer**
Angela McClain

This instrument prepared by:

Joseph J. McGinnis, Attorney at Law, 151 E. 22nd Street, Lombard, IL 60148

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UNOFFICIAL COPY

GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by U.S. BANK, N.A., not personally but as Trustee under Trust No. 7570 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

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