

UNOFFICIAL COPY

TRUST DEED

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(The Note Contains Provisions for Periodic Adjustments in the Interest Rate)

THIS INDENTURE, made April 14, 1984, between

FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE UTA DATED APRIL 7, 1984 AND KNOWN AS TR. 7831 & NOT PERSONALLY

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Adjustable Rate Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE HUNDRED THOUSAND DOLLARS AND NO/100. (\$100,000.00).. Dollars, evidenced by one certain Adjustable Rate Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the "Initial Rate of Interest" of 12.75 %. Said Note provides for changes in the Interest Rate in the amount of the monthly installment payments due thereon in the following manner.

- (1) Commencing in 1987 said Interest Rate may be adjusted by the Holders of the Note on the 10th day of June (month), and on the same day every (36) thereafter, each such date being hereinafter referred to as the "Change Date";
- (2) Changes in the Interest Rate shall be based upon changes in the "Index." The Index shall be (select only one Index):
 - (i) The average mortgage contract rate for major lenders on the purchase of previously-occupied homes, as computed monthly by the Federal Home Loan Bank Board, published in the Board's Journal, and made available in news releases;
 - (ii) The average staff funds to FSLIC-insured savings and loan associations, either for all Federal Home Loan Bank Districts or for a particular District or Districts as computed semi-annually by the Federal Home Loan Bank Board, published in the Board's Journal, and made available in news releases;
 - (iii) The monthly average weekly auction rates on United States Treasury bills with a maturity of three months or six months as published in the Federal Reserve Bulletin and made available by the Federal Reserve Board in Statistical Release G-13(415) during the first week of each month;
 - (iv) The monthly average yield on United States Treasury securities adjusted to a constant maturity of one, two, three, or five years, as published in the Federal Reserve Bulletin and made available by the Federal Reserve Board in Statistical Release G-13(415) during the first week of each month; or
 - (v) (other).

If this Index is no longer available, the Holders of the Note shall select an alternative legally sufficient Index and shall mail notice hereof to Mortgagors. Said note has an "Original Index" figure of % The most recently available Index figure as of the date 30 days prior to each Change Date shall be the "Current Index."

- (3) Prior to each Change Date, the Holders of the Note shall determine any change in the interest rate, and shall calculate the amount of the difference, if any, between the Current Index and the Original Index. In the event that the Current Index exceeds the Original Index, the Holders of the Note MAY add the difference to the Initial Rate of Interest, rounded off to the nearest one-eighth of 1% per annum. In the event that the current index is less than the Original Index, the Holders of the Note SHALL subtract the difference from the Original Rate of Interest; provided, if the difference in increase or decrease is less than one-sixteenth of 1% per annum, the interest rate shall not change.

Upon any change in the interest rate, the Holders of the Note shall revise the monthly payment on the note to the extent sufficient to repay the outstanding principal balance in full on (the maturity date) at the new interest rate in substantially equal payments.

- (4) The new interest rate shall become effective on each Change Date and any resulting change in the monthly payment shall become effective on the date of the first monthly payment thereafter and shall remain in effect until said amount is again changed or the Note is fully repaid.

- (5) At least 30, but not more than 45 days prior to any change in the amount of monthly payments, the Holders of the Note shall send written notice to the Mortgagors, which notice shall include the information required by law and the title and telephone number of a Holder of the Note or an agent or employee of a Holder of the Note who can answer questions about the notice.

All payments on account of the indebtedness evidenced by said Adjustable Rate Mortgage Note shall be applied first to interest on the unpaid principal balance and the remainder to principal, and all of said principal and interest are made payable at such banking house or trust company as the Holders of the Note may, from time to time in writing, appoint, and in the absence of such appointment, then at the office of First Nat'l Bank of Evergreen Park, in said City.

NOW, THEREFORE, the Mortgagors 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 them 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 their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 1 and Lot 1-P', in Lake Louise Apartments 1st Addition, being a Subdivision of part of the North East 1/4 of Section 17, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

COOK COUNTY, ILLINOIS
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SEE RIDER ATTACHED FOR EXECUTION BY TRUSTEE

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 Mortgagors 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 mortgagors or their 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, 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 of the Mortgagors do hereby expressly release and waive.

This trust deed consists of pages. The covenants, conditions and provisions appearing on page 3 & 4 are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written. KNOWN AS TR. 7831 & NOT PERSONALLY.

ATTEST: [Signature] (SEAL) BY: [Signature] (SEAL)
SR. VICE PRESIDENT & TRUST OFFICER SR. VICE PRESIDENT

STATE OF ILLINOIS,

County of COOK

I, ANNE MOYLAN
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT M. HONIG, SR. VICE PRES. & TR. OFFAND JOSEPH C. FANELLI, SR. VICE PRES. & TRUST OFFICER who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of May 1984

[Signature] Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (a) promptly repair, restore or 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.
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 note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. 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 note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, 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 holders of the note, 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 note may, but need not, make any payment or perform any act herebefore 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 mortgages, 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each such matter concerning which action hereof authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
5. The Trustee or the holders of the note 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 inquiry 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 note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors hereon contained.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note 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 note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assignments with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence 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 note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note 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.
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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
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 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 power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be 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 a 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 note hereby secured.
11. Trustee or the holders of the note 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 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 hereof 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 note, 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 note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports 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 on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder shall have the identical title, powers and authority as arc herein given Trustee.
15. This Trust Deed and all provisions hereof, shall extend to and 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 or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
16. 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 or 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.

N.B. See Rider for additional paragraphs sixteen (16) through Twenty Five (25) Attached.

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

Identification No. 8410
First National Bank of Evergreen Park
CHICAGO TITLE AND TRUST COMPANY, Trustee.
By *[Signature]*
Assistant Secretary/Assistant Vice President
SR. VICE PRESIDENT AND TRUST OFFICER

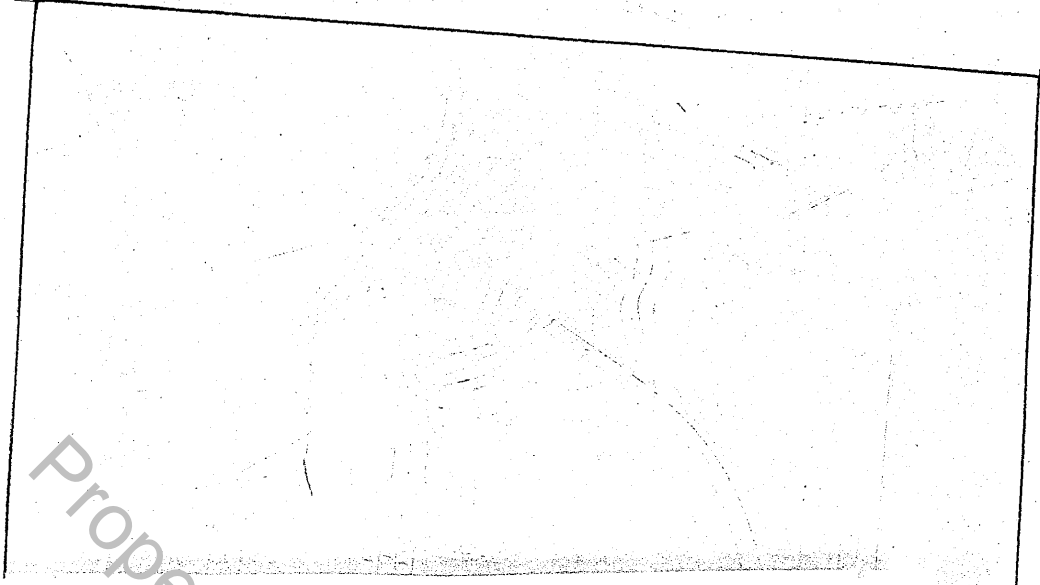
FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

MAIL TO:

PLACE IN RECORDER'S OFFICE BOX NUMBER

BOX 223

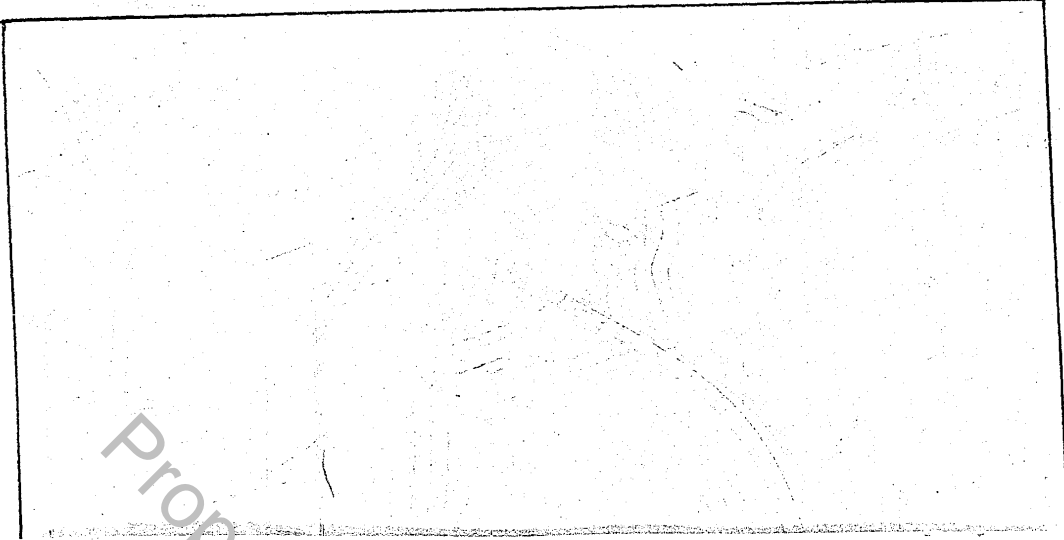
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TO BE ATTACHED TO AND BECOME A PART OF A CERTAIN TRUST DEED EXECUTED BY
FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE, UNDER TRUST NO. 7831
DATED APRIL 14, 1984.

17. Mortgagor shall pay to Trustee, or holders of the Note, on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Trust Deed, and ground rents on the premises, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as estimated initially and from time to time by holders of the Note on the basis of assessments and bills and estimate thereof. The Funds are pledged as additional security for the sums secured by this Trust Deed. If the amount of the Funds held by Trustee or holders of the Note shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Mortgagor shall immediately pay to Trustee or holders of the Note, any amount necessary to make up the deficiency.
18. Extension of time for payment or modification of amortization of the sums secured by this Trust Deed granted by Trustee or holders of the Note to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Trustee or holders of the Note shall not be required to commence proceedings against such successor or modify amortization of the sums secured by this Trust Deed by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.
19. Any forbearance by Trustee or holders of the Note in exercising any right or remedy hereunder otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Trustee or holders of the Note shall not be a waiver of holder's of the Note right to accelerate the maturity of the indebtedness secured by this Trust Deed.
20. All remedies provided in this Trust Deed are distinct and cumulative to any other right or remedy under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently or successively.
21. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the premises, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to holders of the Note. Any such application of proceeds to the sums secured by this Trust Deed shall not extend or postpone the due date of any monthly installments or change the amount of such installments.

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22. If all or any part of the premises or any interest therein is sold or transferred by Mortgagee without the prior written consent of holders of the Note, excluding (a) the creation of a lien or encumbrance subordinate to this Trust deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise or descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, holders of the Note may, at option of holders of the Note, declare all the sums secured by this Trust Deed to be immediately due and payable.
23. The indebtedness secured by this Trust Deed is also secured by an Assignment of Rents bearing even date herewith.
24. MORTGAGORS HEREBY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS TRUST DEED, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS TRUST DEED.
25. MORTGAGORS HEREBY WAIVE ALL RIGHT OF HOMESTEAD EXEMPTIONS IN THE PREMISES.

RIDER ATTACHED TO TRUST DEED TO FIRST NATIONAL BANK OF EVERGREEN PARK

DATED April 14, 1984 UNDER TRUST NO. 7831

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee, as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee Under
Trust No. 7831

BY [Signature]
Sr. Vice President and Trust Officer

ATTEST:

[Signature]
Assistant Trust Officer
SR. VICE PRESIDENT

27 081 760

END OF RECORDED DOCUMENT