

707016

TRUST DEED

UNOFFICIAL COPY

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

13.00

1985 between

THIS INDENTURE, made October 22

Peter R. Indovina and Karen E. Indovina, his wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE witnesseth.

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 Seventy Six Thousand Seven Hundred Seventy Six and 12/100 Dollars, evidenced by one certain Adjustable Rate Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BAREER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 22, 1985 on the balance of principal remaining from time to time unpaid at the "Initial Rate of Interest" of 7.6% Said Note provides for changes in the Interest Rate and in the amount of the monthly installment payments due thereon in the following manner

(1) Commencing in 1986 said Interest Rate may be adjusted by the Holders of the Note on the 22nd day of January (month), and on the same day every (6th month) (12th month) (3rd) 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 national 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 cost of 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 of 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 B 13(415) during the first week of each month, or

(v) The prime rate of interest charged from time to time by First National Bank of Chicago, Chicago, Illinois or its successor.

If this Index is no longer available, the Holders of the Note shall select an alternative legally sufficient Index and shall mail notice thereof to Mortgagors. Said note has an "Original Index" figure of 10.5 % The most recently available Index figure as of the date 45 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 in decrease is less than one-sixteenth of 1% per annum, the interest rate shall not change 80% of

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 October 22 2000 (the maturity date) at the new interest rate in substantially equal payments amortization

(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 in Schiller Park Illinois 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 National Bank of Schiller 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 the Mortgagors 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

(See legal description attached hereto and incorporated by reference as Schedule "A")

Permanent Tax Number: 03-21-202-028-0000

Property Address: 2259 Asbury Ct., Arlington Heights, Ill. 60004

* provided that so long as said note is not in default and National Hospital and Health Care Services, Incorporated continues to maintain the deposit referred to in Rider attached hereto, the interest rate hereon shall not be greater than ten per cent (10%), nor less than seven and one-half per cent (7 1/2%) regardless of the prime rate of interest charged by First National Bank of Chicago. This instrument prepared by: Stephen DiMeo First National Bank of Schiller Park 459 Old River Road Schiller Park, Illinois 60176

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 secondarily) and all apparatus, equipment or articles now or hereafter thereon 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 door and windows, floor coverings, radiator 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 2 pages. The covenants, conditions and provisions appearing on page 2, and are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns Rider

WITNESS the hand S and seal S of Mortgagors the day and year first above written,

(X) Peter R. Indovina (SEAL) (X) Karen E. Indovina (SEAL) Peter R. Indovina (SEAL) Karen E. Indovina (SEAL)

STATE OF ILLINOIS

County of Cook

Joseph L. Guido SS a Notary Public in and for and residing in said County, in the State aforesaid DO HEREBY CERTIFY THAT Peter R. Indovina and Karen E. Indovina, his wife who are personally known to me to be the same person E whose name 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 22nd day of October 19 85

Notarial Seal

Spink

723090

Book

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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 mechanics' 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 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 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 matter concerning which action hereon 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 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 installment 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 herein 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 attorney's 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 assurances 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 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 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 lien 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 valid 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, representative 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 or Deeds of the county in which the premises are situated shall be 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 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 of 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.

See Rider attached hereto for additional provisions

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. **707016**
 CHICAGO TITLE AND TRUST COMPANY
 B. *[Signature]*
 Assistant Secretary Assistant Vice President

MAIL TO: First National Bank of Schiller Park
 4159 Old River Road
 Schiller Park, Illinois 60176 **BOX 233 - TH**

FOR RECORDER'S INDEX PURPOSES
 INSURE STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
 2259 Asbury Ct.
 Arlington Heights, Illinois
 60004

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SCHEDULE "A"

PARCEL 1:

LOT 4 IN BLOCK "B" IN THE COURTS OF RUSSETWOOD UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS DOCUMENT 25486664 AND AS CREATED BY

DEED _____ RECORDED 10/25/85 AS DOCUMENT 85252833 IN COOK COUNTY, ILLINOIS.

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Rider Attached To

Trust Deed

Dated October 22, 1985

executed by

Peter R. Indovina and Karen E. Indovina

- A. As an inducement to First National Bank of Schiller Park ("FNBSBP") to make the loan evidenced by the note referred to in this trust deed, National Hospital and Health Care Services, Incorporated ("NHC"), has agreed to maintain at FNBSBP, a non-interest bearing deposit equal to or greater than 50% of the unpaid principal balance of the note so long as any portion thereof remains unpaid. Such deposit shall be segregated from other deposits of NHC and specifically identified as having been made in accordance with this agreement. Notwithstanding anything to the contrary contained herein, in the event NHC shall fail to maintain such deposit during the term of the note, (the determination of FNBSBP being conclusive as to whether such failure has occurred), then at the option of the holder hereof, the Index referred to in the note shall be changed from the prime rate of interest charged by First National Bank of Chicago, Chicago, Illinois, to the Federal Home Loan Bank Board National Index of Contract Rates of Previously Occupied Single Family Homes.

Should the holders of said note elect to change the Index to that referred to in said Rider upon the failure to maintain such non-interest bearing deposit, paragraph 3 of page 1 of said trust deed shall be amended to read as follows:

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 in 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 October 22, 2000 at the new interest rate in substantially equal payments.

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- B. In the event that title to the premises shall be conveyed to any person, firm, corporation or trust other than the Mortgagors, or Articles of Agreement for Deed be executed contemplating such conveyance, then at the option of the holder of the note secured hereby, the entire principal balance of said note then remaining unpaid shall be immediately due and payable.
- C. Notwithstanding anything to the contrary contained in this rider or the Note or Trust Deed referred to herein, the final payment of the unpaid principal balance of the note, interest and other charges, if not sooner paid, shall be due on October 22, 1990 ("the Maturity date").
- D. Upon default of the note secured hereby, the holder thereof shall be entitled to collect interest at the rate of 18 percent per annum. In addition thereto, the holder shall be entitled to collect all reasonable attorney's fees, costs and expenses incurred in the collection of the note and foreclosure of the trust deed. All such fees, costs, and expenses shall be added to the principal balance of the note.

(X) Peter R. Indovina

Peter R. Indovina

(X) Karen E. Indovina

Karen E. Indovina

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