

THIS INDENTURE WITNESSETH: That the undersigned BANK OF HICKORY HILLS 7800 West 95th Street, Hickory Hills, Illinois 60457

a corporation organized and existing under the laws of the United States of America not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated June 1, 1975 and known as trust number 168 hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

LYONS SAVINGS AND LOAN

a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagee, the following real estate in the County of Cook

1500

in the State of Illinois to wit: LOT 6 IN NUPROPTA A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF UNIT NO. 1 LOUIS MILLER'S SUBDIVISION RECORDED FEBRUARY 23, 1962 AS DOCUMENT NO. 18408413, LYING NORTHERLY OF UNIT NO. 2 LOUIS MILLER'S SUBDIVISION, RECORDED AUGUST 30, 1962 AS DOCUMENT NO. 18577767 AND LYING EASTERLY OF UNIT NO. 3 OF LOUIS MILLER'S SUBDIVISION RECORDED JUNE 13, 1967 AS DOCUMENT NO. 20165205 AND ALSO THE EAST 60.00 FEET (AS MEASURED ALONG THE NORTH AND SOUTH LINES) OF LOT 1 IN UNIT NO. 2 LOUIS MILLER'S SUBDIVISION AFORESAID ALL IN COOK COUNTY, ILLINOIS. Perm. Tax No. 18-31-202-031-0000. END OF DESCRIPTION.

70-16-1840

Together with all buildings improvements... fixtures, appointments or apparatus and equipment, and with all the rights and advantages thereunto belonging...

TO HAVE AND TO HOLD the said property with and including improvements, fixtures, appointments or apparatus and equipment, and with all the rights and advantages thereunto belonging...

TO SECURE

(1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith to the principal sum of

Ninety Six Thousand Five Hundred and 00/100 Dollars

\$ 96,500.00 which shall together with interest thereon as therein provided, be payable to the order of the Mortgagee in

Eight Hundred Forty Four and 38/100 Dollars

on 20th day of November 1985. principal and interest to be finally due on October 19, 1985.

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with all unpaid principal and interest to be finally due on October 19, 1985.

provided that nothing herein contained shall be construed as limiting the remedy that shall be available to the Mortgagee to protect the security of its

THE MORTGAGOR COVENANTS:

1. To pay and maintain and the interest thereon as herein and as hereinafter provided, in accordance with the agreement extending the term of payment thereof...

2. To make good any deficiency in the payment of taxes, assessments, insurance, and other annual charges upon the property...

3. To keep the property in good repair and to pay for the same...

4. That in case of failure to pay any of the covenants herein, Mortgagee may do on Mortgagee's behalf anything so connected that said Mortgagee may deem it necessary to prefer the lien hereon...

5. That if at any time before the maturity of the debt hereon, the entire principal shall have been advanced to the Mortgagee...

6. That if at any time before the maturity of the debt hereon, the entire principal shall have been advanced to the Mortgagee...

'E' means an estimate

Country, Illinois 60525

450 West 55th Street

MAIL TO: LYONS SAVINGS AND LOAN ASSOCIATION

THIS INSTRUMENT WAS PREPARED BY:

Notary Public

GIVEN under my hand and Notarial Seal, this First day of November, A.D. 1985

Personally known to me to be the Secretary of said corporation, and personally known to me to be the officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Asst. Vice President and Trust Officer of Bridgeette W. Scanlan Bank of Hickory Hills

STATE OF ILLINOIS COUNTY OF Cook I, the undersigned, Trust Operations Officer Pamela J. Grzywinski, Assst. V.P. & Trust Officer Bridgeette W. Scanlan

ATTEST: Pamela J. Grzywinski, Trust Operations Officer, Bridgeette W. Scanlan, Assst. V.P. & Trust Officer, Bank of Hickory Hills

First day of November, A.D. 1985

ASST. V.P. PRESIDENT and its corporate seal to be hereunto affixed and attested by its Trust Officer

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee or otherwise, has caused these presents to be signed by its Rate Payer set forth as Exhibit 'A' attached hereto and by reference made a part hereof.

Additional terms and conditions as fully described in the adjustable mortgage rider set forth as Exhibit 'A' attached hereto, not personally but as Trustee or otherwise, has caused these presents to be signed by its

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## ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 19<sup>th</sup> day of October, 1985, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to LYONS SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Date") and covering the property described in the Security Instrument and located at 11448 Newport Drive, Willow Springs, Illinois 60480.

**Modifications.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 10.50 %. The Note interest rate may be increased or decreased on the 1st day of the month beginning on November 1, 1985 and on that day of the month every month thereafter.

Changes in the interest rate are governed by changes in the Annual Percentage Rate (APR) which is equal to the Index Rate plus one percentage point. The Index Rate is the prime interest rate as established and announced from time to time by Chase Manhattan Bank, N. A. of New York to its most credit-worthy corporate customers on 90-day unsecured obligations and as set and established on the 1st day of each month. In the event that the prime rate of Chase Manhattan Bank, N. A. of New York is not available the equivalent prime rate of the City Bank N. A. of New York shall be used. However, the Annual Percentage Rate (APR) shall at no time be reduced to a rate lower than 6.00 % per annum. Changes in the APR, as aforesaid, shall take effect prospectively as of the effective date of any change in the Index Rate.

There is no maximum limit on changes in the interest rate at any Change Date.

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If the interest rate changes, the amount of Borrower's payments will change as provided in the Note. An increase in the interest rate will result in higher payments and a decrease in the interest rate will result in lower payments.

The Security Instrument sets maximum loan charges which sets maximum loan charges so that the interest or other charges collected do not exceed permitted limits. If Lender collects any such loan charge shall be necessary to reduce the charge to the permitted limits already collected from Borrower will be refunded to Borrower by reducing the principal due or by making a direct payment to the Borrower.

#### C. LIEN NOTICE

If Lender determines that all or part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument and the existence and priority of which the Lender has not previously consented to in writing, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

#### D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

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## Exculpation

This Rider is executed by Bank of Hickory Hills in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in this Note shall be construed as creating any liability on Bank of Hickory Hills, in its individual capacity, to pay the Note or any interest that may accrue thereon or any fee or charge that may become payable under the Mortgage or the Note, or to perform any covenant (either expressed or implied) contained in the Mortgage or the Note, all such liability, if any, being hereby waived by Mortgagee and every person hereafter claiming any right or security hereunder. So far as Bank and its successors are concerned, Mortgagee and the owner of any indebtedness accruing hereunder shall, in the event of a default, look solely to any one or more of the following for the payment of the indebtedness due under the Note:

(a) The assets of the trust, including the Subject Property and the rents, issues and profits thereof, by the enforcement of the lien hereby created; and

(b) The enforcement of any remedy available under the Security Agreements.

Bank of Hickory Hills, not  
Individually but as Trustee Under Trust  
Agreement dated June 1, 1979 and known as  
Trust No. 168

By: Bridgette W. Seanlan  
Its Bridgette W. Seanlan  
Asst. V.P. & Trust Officer  
ATTEST: Pamela J. Gzywinski  
Its Pamela J. Gzywinski  
Trust Oper. Officer

(Corporate Seal)

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