

TRUST DEED



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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 4, 1986, between BARBARA A. PATMON MATHEWS, divorced and not since remarried

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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of FIFTY-FIVE THOUSAND AND NO/100

(\$55,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF SEAWAY NATIONAL BANK OF CHICAGO (said Note including any and all Riders hereinafter referred to as Note

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of \*13 per cent per annum in instalments (including principal and interest) as follows: SIX HUNDRED FORTY-

FOUR AND 37/100 (\$644.37) Dollars or more on the 7th day of March 1986 such monthly instalments as increased or decreased according to terms of said Note shall continue until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 7th day of February, 2006. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 15% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 SEAWAY NATIONAL BANK OF CHICAGO 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 CITY of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

\* which interest rate shall increase or decrease as provided in said Note. LOT 20 IN BLOCK 4 IN VERNON PARK, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15.00

Commonly Known As: 9358 South Vernon Avenue Chicago, Illinois 60619  
Perm Tax No. 25-03-417-037-0000 (SEE ATTACHED RIDER)

THIS DOCUMENT PREPARED BY Mrs. L. Fette Yamini Assistant Vice President SEAWAY NATIONAL BANK OF CHICAGO 645 East 37th Street Chicago, Illinois 60619

"THE COVENANTS, CONDITIONS AND PROVISIONS APPEARING ON RIDER ATTACHED HERETO ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF." 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 in 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 the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) 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.

Barbara A. Patmon Mathews [SEAL] Barbara A. Patmon [SEAL] BARBARA A. PATMON MATHEWS [SEAL]

STATE OF ILLINOIS, I, CONSTANCE L. WEBSTER a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT BARBARA A. PATMON MATHEWS who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 4th day of February 19 86 Constance L. Webster, Notary Public

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## R I D E R

Rider attached and made a part of an Trust Deed, Dated February 4, 1986, between BARBARA A. PATMON, (the so known as BARBARA A. Patmon, the Maker), and SEAWAY NATIONAL BANK OF CHICAGO, a National Banking Corporation ("Holder of the Note").

1. In the event Maker shall sell, execute Articles of Agreement for Deed, assign, convey, sell under contract of sale, lease with option to purchase, or otherwise attempt to dispose of any interest herein, or shall be divested of title or any interest herein in any manner or way, whether voluntarily or involuntarily of the premises described in the Trust Deed securing this Note, without the written consent of the Holder of the Note being first obtained, the Holder shall have the right and option to declare any indebtedness of obligations secured hereby, irrespective of the maturity date specified in the Note, immediately due and payable without notice. Holder reserves the right to charge a reasonable transfer fee in the event Holder chooses not to declare the indebtedness immediately due and payable. Inaction on the part of the Holder shall not be considered as a waiver of any right accruing to Holder on account of any default on the part of Maker.

2. The Maker shall have the right of prepayment in whole or in part at any time without notice and without penalty.

3. In addition to the monthly payments of principal and interest payment specified, the undersigned shall pay 1/12th the annual amount of the general taxes, plus 1/12th of the annual premium on each policy of insurance upon the premises with each monthly payment. In the event such payments shall not be sufficient to pay taxes or the annual insurance premium when due, the undersigned agrees to deposit on demand, such additional amounts as may be required for that purpose. All tax and insurance deposits shall be held by the mortgagee without any allowance of interest thereon.

4. THIS LOAN IS PAYABLE IN FULL AT MATURITY FEBRUARY 7, 2006. I MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. I WILL THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT I AMY OWN, OR I WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK (SEAWAY NATIONAL BANK OF CHICAGO) THAT I NOW HAVE THIS LOAN WITH, WHO WOULD BE WILLING TO LEND ME THE MONEY. IF I REFINANCE THIS LOAN AT MATURITY, I MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COST NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF I OBTAIN REFINANCING FROM SEAWAY NATIONAL BANK OF CHICAGO.

5. All terms and conditions of the Instalment Note securing this Trust Deed and executed simultaneously herewith are hereby incorporated herein.

IN WITNESS WHEREOF, the Maker has executed and delivered this Rider as of the day and year first above written.

BY: Barbara A. Patmon Mathews  
BARBARA A. PATMON MATHEWS

Barbara A. Patmon  
Barbara A. Patmon

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## RIDER A

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This rider is attached to and incorporated in a certain note of even date herewith (said note, including any and all riders thereto, referred to hereinafter as "Note"), made by BARBARA A. PATMON MATHEWS/ ("Borrower") to the order of SEAWAY NATIONAL BANK OF CHICAGO ("Note holder"), and to and in a certain Mortgage/Trust Deed/Trust Indenture of even date herewith between BARBARA A. PATMON MATHEWS ("First Party") and Chicago Title and Trust Company (said instrument, including any and all riders thereto referred to hereinafter as "Security Instrument").

### 1. Adjustable Rate Provisions.

a. Interest Rate Changes/Index. Subject to the conditions of this paragraph, the interest rate on the Note shall first be increased or decreased beginning on February 7, 1991, and on the same date every 60 months thereafter (the "Change Date") so that the interest rate is 5 percentage points (the "Margin") above the Current Index.

The "Index" is the daily current yield on United States Treasury Security adjusted to constant maturity of five (5) years as made available by the Federal Reserve Board. The most recently available Index figure as of the date 45 days prior to each Change Date shall be the "Current Index."

b. Limit on Interest Rate Changes. Any change in the interest rate effective on any Change Date shall be in increments of one-eighth of one percentage point. The minimum interest rate change at one time will be 5% and the maximum interest rate change over the life of the loan will be 7%.

c. Monthly Instalment Changes. The amount of the monthly instalment may change on each Change Date. Before the Change Date, the Note holder will determine the amount of the new monthly instalment by computing the amount of the monthly instalment of principal and interest then required to repay the Note at the new interest rate by the maturity date, which is 20 years after the date on which the first payment is due as specified in the Note. The result of this calculation will be the new amount of the monthly instalment. Borrower/First Party will pay this new amount each month beginning on the Change Date until said amount is again changed or the entire indebtedness evidenced by the Note is fully paid,

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except that any remaining indebtedness, if not sooner paid, shall be due and payable on the Final Payment Date.

d. Notice of Change of Payment. The Note holder will mail or deliver to Borrower/First Party written notice of any changes in the amount of the monthly instalment at least 25 days prior to the Change Date.

2. Incorporation By Reference. All provisions, conditions, covenants, and agreements contained in the Note and in the Security Instrument which secures the Note are incorporated by reference, each into the other. All references to "Borrower," "First Party," and "Borrower/First Party" constitute references each to the other and to one and the same party which is.

3. Exculpation. In the event Borrower/First Party is a trustee, the Note and Security Instrument are executed by said trustee in the exercise of the power and authority conferred upon and vested in it as such trustee (and said trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note or Security Instrument shall be construed as creating any liability on said trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied therein or in the Security Instrument, all such liability, if any, being expressly waived by said trustee and by every person now or hereafter claiming any right or security thereunder, and Note holder shall look to the co-makers or guarantors for the payment thereof, by the enforcement of the lien created by the Security Instrument, or by action to enforce the personal liability of any co-makers or guarantors.

4. Set Off. Upon default, Note holder may also take and apply to the loan evidenced by the Note any and all money, credit or other property of Borrower/First Party which is owed to Borrower/First Party by Note holder, whether by being on deposit or otherwise.

5. Transfer of the Premises or Any Interest Thereunder. If all or any part of the Premises described in the Security Instrument or any interest therein is sold or transferred or, if Borrower/First Party is not a natural person, if any beneficial interest in Borrower/First Party (whether legal or equitable including but not limited to a majority of stock or partnership interest) is sold or in any manner transferred, without Note holder's prior written consent, Note holder may, at Note holder's option,

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declare all the sums evidenced by the Note and secured by the Security Instrument to be immediately due and payable. However, this option shall not be exercised by Note holder if exercise is not authorized by federal law. Note holder may waive such option to accelerate if, prior to the sale or transfer, Note holder and the person to whom the Premises is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Note holder. As a condition to waiving Note holder's right to accelerate, the loan terms, including the interest rate payable on the sums secured by the Security Instrument and the margin for future interest rate changes shall be subject to modification by Note holder. If Note holder has waived the option to accelerate provided in this paragraph, and if Borrower/First Party's successor in interest has executed a written assumption agreement accepted in writing by Note holder, Note holder shall release Borrower/First Party from all obligations under the Security Instrument and this Note.

6. Release. Upon payment of all sums secured by the Security Instrument and payment of the customary release fee, the Security Instrument shall be released. Borrower/First Party shall pay all costs of recordation, if any.

Dated this 4th day of February, 1986.

INDIVIDUAL:

Barbara A. Patmon Mathews

BARBARA A. PATMON MATHEWS

Barbara A. Patmon

Barbara A. Patmon

State of Illinois )

) SS

County of Cook )

I, the undersigned Notary Public do hereby certify that BARBARA A. PATMON MATHEWS, personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act, for the purposes heretofore set forth, including the release and Waiver of the right of homestead.

Given under my hand and seal this 4th day of February, 1986.

Christine S. Webster  
Notary Public

Commission Expires: 5/25, 1987.

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