1986 FEB 27 AM 11: 10

86079324

1500

THE ABOVE SPACE FOR RECORDERS USE ONLY

TRUST DEED 710605

,1986 ,between William F. Card, THIS INDENTURE, made January 28 divorced and not since remarried, and Jerry L. Bunch, divorced and not* 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: **since remarried,
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

Seventy-Eight Thousand Three Hundred Fifty and 00/100 ----- Dollars. evidenced by one certain Instalment 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 9,9* 'per cent per annum in instalments (including principal and interest) as follows:

*The interest rate which First Party will pay will change in accordance with the "Rate Change Section" described on the Rider attached hereto and which is by this reference made a part hereof.

Said principal and rithrest will be payable during the first twelve to eighteen months from date of disbursement hereunder in monthly installments of \$837.17 on the first day of April, 1986, and on the first day of each and every month thereafter until the Change Date or until said note is fully paid in full, except that the final payment of principal and interest, if not sooner paid, shall by due on the first day of March, 1996. The amount of monthly installments to be paid under said note will change if the interest rate that the First Party must pay changes. The Holder of the Note will determine the new interest rate and the changed amount of First Party's monthly payment in accordance with the "Rate Change Section" described on the Rider attached hereto. From and after the occurrence of 12 any default in the payment of principal and interest when due in accordance with the terms of the Note, (ii) a Default under the Note, or (iii) the Maturity Date (the first day of March, 1996), whether by acceleration or otherwise, interest shall accrue on the amount of the principal balance outstanding under the Note at the Default Rate. The Default Rate shall be equal to interest accruing at the Default Rate shall be payable on demand. 30% per annum; All of said principal and interest will be 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 the absence of such appoint, and the office of Mid Town Bank and Trust Co. 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 convenants and agricinent is berein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in inand paid, the receipt where if is her oby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Read B tate and all of their estate, right, title and interest therein, situate, lying and being in the

COUNTY OF COOK AND STATE OF ILLINOIS. to with

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which, with the property hereinafter described, is referred to herein as the "premises,"	
TOARTHRE with all improvements, tensments, ensements, fixtures, and apportenances thereto ocionaliza and all ren	nts, issues and profits
thereof for so inno and during all such times as Mortgagors may be entitled thefeto (Which are Disugged Diffially and C. F. Will	ilà Milli ra in Lesi criate
and not recordarily) and all apparatus, equinment of articles now or herenfter therein or thereon used to supply hour, as the	ilicoligitioning, mrtet,
tight makes refeleration (whether single units of centrally controlled), and ventilation, including (without restricting the IAC)	(CEOIIID) ECT CETA, WILL
dow shades storm doors and windows. Door coverings, inhiter beds, swithers, stoves and water healers, All Ot the forekolds	A LLE OCCIPLED TO DE R
part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or dri	rticie hereafter placed
in the premises by the Mortsagors or their successors or assigns shall be considered as constituting part of the real estate.	
THE PREMISES OF AND TO HOLD the premises upto the said Trustee. Its successors and assigns, forever, for the purposes, at	and "non the uses and

trusts herein set forth, from all right and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Morigagors do hereby expressly release and waive.

This trust deed consists of three pages. The covenants, conditions and provisions appearing on pages 2 and 3 are incorporated herein by

reference and are a part here WITNESS the hand_S_	of and shall be binding on the mo	of hioriguators the d	s, successors and ass lay and year first abo	igns.	\cap	
x (en)	and	(SEAL)	X-Que	alda		(SEA1.)
William F.	Card	(SEAL)	(Forry 1	Bunch		(SEAL)
				ノ		157
STATE OF ILLINOIS)	***remar	rried, and	Jarry L.	Bunch, d	ivorced a	ind S

County ofCook) ss.	not since remarried,
the undersigned	AT William F. Card, divorced and not since

whose name S thoy who are personally known to me to be the same person a whose foregoing instrument, appeared before me this day in person and acknowledged that sealed and delivered the said instrument as their free and subscribed to the free and voluntary act, for the uses and purposes therein set forth.

Oiven under my hand and	Notarial Seal this 28th day o	January	198.6
•	ROTARY PUBLIC STATE OF THE LINE .	. () /	
Notarial Seal	NY CONMISSION EXP. Abid. 23,1966	larrew Ch	QLA a.k. (Q) Notary Publi
	135UED THRU ILL. NOTARY ASSOC.	***************************************	

ME ON UNOFFICIAL COPY

33079324

CONTRACT CARDING

cauchydyddiath te syrr greenwyr y chwyr cyfriaith

	Commence of the Commence of th	· ().	101 21 E 10 } C
Secretary and South	 (b) The state of t	5.4	
	And the second s		

is the 100 to 000 to 000 to 0000 for all the contractions of the contraction of the contr

dominion of Millian Grade in the Angli the Alberta State of the contract of the Angli a su residual no logo ana il establidad del esc Committee V

otavički sna na Osa Para ostali sva Osa in Maat ya. Maana ma 1 Course Countil

1 1.0

15 Clark's Office

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1

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 astisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any 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 alternations 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 the date where the terrection date of expiration of the note, and in case of insurance about to expire, shall deliver renewal policies not

policies, including additional and renewni 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 date 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 saie or forfeiture affective said premises or contest any tax or assessment. All moneys pald 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 penises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, and be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon are not of "ortgagors."

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 growed from the appropriate public office without inquiry into the accuracy of such bill, statement or

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 or third the validity of any tax, o ser ment, sale, forfeiture, tax ilen or title or claim thereof.

6. Mortgagors shall pay each item of oithtedness 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, be when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained, said option to be exercised at any time after the expiration of said three day period, or (c) in the event Mortgagors or any other obligor default under any other do ument glyp, by pay of them to secure, the obligations bereby secured, or (c) in the event commitment of Mid. Town thank and Trust Company of Cheago to Will Light Cart & Jerry Button dated at A. 2005.

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 ice, are of, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incur, of your on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, outlays for documentary and expert evidency, amongraphers' charges, publication costs and costs (which may be estimated as fees, appraiser's fees, outlays for documentary and expert evidency, amongraphers' charges, publication costs and costs (which may be estimated as

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, appraiser's fees, outlays for documentary and expert evidence, acrographers' 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 frustee or holders of the note may deem to be reasonably necessary either to prosecute such sult 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 expenditure and expenses of the nature in the leading of the post maturity rate set forth in 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 bankrupley proceedings, to which it is of the commencement of any sult for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (b) preparations for the defense of any sult for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any intentenced 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 apply 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 morniously in the following paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that wide ced by the note, with i

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 and bill is flied may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the zeroency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to coffect 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 fait statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the interven fan a 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 and orize 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, for claims 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.

(6) No action for the enforcement of the lien or of any provision hereof shalt be subject to any defense which would not or 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 entitled for that purpose.

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 signatures 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 negligance 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.

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 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 may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee may accept as the genuine mote 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 relaast to act of Trustee, the then Recorder of Deeds of the county in which the preinties are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the litentical title, powers and authority as are herein given Trustee.

Trustees.

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 "inte" when used in this instrument shall be construed to mean "notes" when more than one note is used.

Property of Cook County Clerk's Office

time in the note hereby sectred. Said of insurance policyles shall name the holder of the note as the breverable believes thereby sectred. Said of insurance policyles shall name the holder of the note as the breverable beneficiary thereunder. In the event that the beneficiary of said life as transcepolicyles is deleted, morning or interest and way without the holder of the note's proper written consent, the holder of the note shall not the declare immediately due and payable the principal sum secured hereby and not have a round.

23. The premises are to be occupied by one luring the entire term of the loan and any and all extensions or modifications thereof and, if this requirement is not met, the holders of the note of the

THEO OUNTY CLARKS OFFICE THE PROVISIONS ON THE RIDER ATTACHED HERETO ARE HEREBY MADE A PART HEREOF.

IMPORTANTI

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, SEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. NUMBEROST ZOMPANY CHICAMOJITLEA eki tistani Secretary/ek**teerea**



Mid Town Bank and Trust Company of Chicago 2021 North Clark Street Chicago, Illinois 80614

PLACE IN RECORDER'S OFFICE BOX NUMBER.....

FOR RECORDER'S INDEX PURPOSES INSULT STRUCT ADDRESS OF ABOVE DESCRIBED PROPERTY BIRTH

511 Brompton, Unit #7-C Chicago, Illinois

BOX 333-CA

Property of Coot County Clark's Office

UNOFFICIAL GOPY 2 4

RIDER TO TRUST DEED

This Rider is made this January 28, 1986, and is incorporated into and shall be deemed to amend and supplement the Trust Deed dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Borrower's Note to the holder of the Note and covering the property described in the Trust Deed and located at 511 West Brompton, Unit #7C, Chicago, Illinois ("Premises").

In addition to the covenants and agreements made in the Trust Deed, Mortgagor and the holder of the Note further covenant and agree as follows:

- 24. At all times, regardless of whether any loan proceeds have been disbursed, this Trust Deed secures as part of the indebt dness hereby secured the payment of any and all loan commistions, service charges, liquidated damages, attorneys fees, expenses and advances due to or incurred by the holder of the Note in accordance with the Note, this Trust Deed and the said Loan Commitment; provided, however, that in no event shall the total arount of the indebtedness hereby secured, including loan proceeds disbursed plus any additional charges, exceed 500% of the face amount of the Note.
- 25. This Trust Deed shall be construed under Illinois law. If any provisions baseof are invalid under Illinois law, such invalidity shall not affect the validity of the rest of the Trust Deed and Rider.
 - 26. Rate Change Provisions:
 - (i) Change Dates: The interest rate may change on the first day of August, 1987, and on that day every year thereafter. Each date on which the interest rate can change in called a "Change Date".
 - (ii) Effective Date of Changes: The new interest rate will become effective or each Change Date.
 - (iii) The Index: Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities actusted to a constant maturity of one year as published by the Federal Reserve Board. The most recent Index figure published as of the date forty-cive (45) days before each Change Date is called the "Current Index".

If the Index is no longer published, the nolder of the Note will choose a new index which is based upon comparable information. the holder of the Note will give the Maker notice of this choice. The initial Index value for this loan is 7.63 Percent. Subject to the conditions of this paragraph, the interest rate on this Note shall first be increased or decreased on the Change Date so that the interest rate hereon is the sum of two and one-half (2.5) percent (the "Margin") plus the current Index value, which is rounded up to the next highest one-eighth of one percentage point. This rounded amount will be the new interest rate until the next Change Date. The holder of the Note will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of the loan (based on a fifteen year declining amortization schedule) at the new interest rate in substantially equal payments. The result of this calculation is called the "Full Monthly Payment Amount" and it will be the new amount of the monthly payment.

modified a financial confirmation for

A COLLEGE CONTROL OF THE COLLEGE CONTROL OF THE COLLEGE COLLEG

If 1000 can be also as the constant of the

The second of the first control of the second of the secon

. We a secondary means to expend to all and these states of info 17.

The continuous properties of an all the continuous of the continuous of the continuous of the continuous c

and the control of the second

The consideration of the constant of the const

(ii) Steadalva Dark of changen: end anther an vica will reduce entedtive on rach Change back.

The Tailor would neglige with the the times Changes into your one of the street with the caper of an ending with the caper of an ending with the caper of the cap

The first said places of the content of the content

36 079 324

UNOFFICIAL COPY 2 4

- (iv) Required Full Monthly Payment Amount: Beginning with the first monthly payment after each Change Date, the Maker will pay the current Full Monthly payment Amount as the monthly payment.
- (v) Interest Rate "Caps": Any change in the interest rate effective on any Change Date shall be in increments of one-eighth of one percentage point. Any change in the interest rate effective on any Change Date shall not exceed two (2) percentage points up or down from the interest rate effective on the immediately preceding Change Date. The maximum interest rate which may be imposed by the holder of the Note shall not exceed 15.65% per annum (the initial interest rate plus 5.75 percentage points) and the minimum interest rate which may be imposed shall not be less than 4.15% per annum (the initial interest rate minus 5.75 percentage points).
- The principal and interest payment stated on page one, paragraph one, of Eight Hundred Thirty-Seven and 17/100 (\$837.17) will be payable until the earlier of the first Change Date or the date on which the Note is fully paid.
- (vii) From and after the occurrence of (a) any default in the payment of interest when due in accordance with the verms hereof, (b) a Default (as hereindefined, under the Note, or (c) the Maturity Date (as defined in the Note) of the Note, whether by acceleration or otherwise, interest shall accrue on the amount of the principal balance outstanding hereunder at the Default Rate. The Default Rate shall be equal to thirty percent (30%) per annum; interest accruing at the Default Rate shall be payable on demand.

William F. Card

Jerry L. Bunch

(a) A construction of the second of the s with a first and the second control of the s to the state of th

(a) The angle of the control of t gill a standen interes a

Continues through Condition in the Sal

EXHIBIT "A"

UNIT NO. 7-C, IN THE 3520 LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF BLOCK 2 IN BAIRD AND WARNER'S SUBDIVISION OF BLOCK 12 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND 33 TO 37, INCLUSIVE, IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A VACATED ALLEY IN SAID BLOCK AND A TRACT OF LAND LYING PASTERLY OF AND ADJOINING SAID BLOCK 12 AND WESTERLY OF AND ADJOINING THE WESTERLY LINE OF NORTH SHORE DRIVE, IN COOK COUNTY, ILLINOAS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25200625, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

THIS TRUST DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH THEREIN.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE-DESCRIBED REAL ESTATE THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID REAL ESTATE AS SET FORTH IN THE AFOREMENTIONED Diff Clark's Office DECLARATION.

VTAX I.D. NO.

H

14-31-112-012-1081 ho

THIS DOCUMENT PREPARED BY

Carmen Rosario

ETO TORO BASK G 1,000 UM, OF CHICANO 2021 N. CLARK STREET CHICAGO, ILLINOIS 60614

710605

Property of Coot County Clark's Office