

70-42-57910

THIS INDENTURE WITNESSETH: That the undersigned FIRST NATIONAL BANK OF LA GRANGE 620 West Burlington Avenue, La Grange, Illinois 60525

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 October 6, 1981 and known as trust number 2084, hereinafter referred to as the Mortgage, 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 in the State of Illinois, to wit:

Lot 11 in Block 6 in J. C. Caldwell's Subdivision of C. C. Jay's Addition to Western Springs (except Block 15 and except the North 2 acres of the East half of Block 16 included in the half streets) being a subdivision of the East part of the North West quarter of Section 6, Township 38 North, Range 12 East of the Third Principal Meridian and part of the South East quarter of the South West quarter of Section 31, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois. Perm. Tax No. 18-06-112-010-0000 4

END OF DESCRIPTION

Together with all buildings, improvements, fixtures or furnishings now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in lease or otherwise, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter placed on thereon, the furnishing of which by taxes or interest is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in a door beds, summer, groves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not), and also together with all payments and the profits and proceeds of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due, as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, to holders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, apparatuses, appliances and equipment, and with all the rights and privileges therein belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby relate and waive

TO SECURE

(1) The payment of a Note secured by the Mortgage to the order of the Mortgagee bearing cumulative interest at the principal sum of Twenty Thousand and 00/100 20,000.00 which Note together with interest thereon as therein provided is payable in installments as follows: Two Hundred Sixty-Four and 30/100

15.00

264.30 E 20th JUNE 1986. principal and interest to be finally due on May 22, 1996

Zero provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured by this mortgage to the amount of the principal sum of \$20,000.00 and interest thereon as therein provided.

(3) The performance of all of the covenants and obligations of the Mortgagee to the Mortgagee, as contained herein and in said Note

THE MORTGAGE COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof. (2) To pay when due and before any penalties, articles therein all taxes, special taxes, special assessments, water charges and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee upon request, with the receipts therefor, and to such extent as may be required against said property shall be considered as being paid by the Mortgagee. (3) To keep the premises insured against fire and other perils and to cause to be renewed such insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption. For the full amount of such insurance, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance shall be placed on the property during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, name of any delinquent, any receiver or redemptionman, or any person in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized in its discretion to accept any proceeds of such insurance, or to assign such proceeds and deliver on behalf of the Mortgagee all receipts, profits of loss, receipts, amounts, benefits and advantages required to be received by the mortgagee, companies, and the Mortgagee agrees to sign, upon demand, all requests, vouchers and releases required of him to be signed by the Mortgagee or such agents, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the redemption of the property or upon the indebtedness, or by its discretion, but monthly payments shall continue until said indebtedness is paid in full. (4) To keep the premises in good condition and repair, without cost and free from any encumbrances or other liens or claims of any kind, except as authorized by the Mortgagee. (5) Not to make, suffer or permit any unlawful use of the mortgaged premises and the use thereof, (6) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, fixtures, appurtenances, fixtures or equipment now or hereafter upon said property (c) any purchase on conditional sale, lease or agreement under which title is retained in the vendor of any apparatus, fixtures or equipment to be placed on or upon any buildings or improvements on said property, (d) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

B In order to provide for the payment of taxes, assessments, insurance premiums and other annual charges upon the property, including this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the distribution of the tax and to pay monthly to the Mortgagee in addition to the above payments a sum equivalent to one-twelfth of such taxes, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or be made directly to the Mortgagee for the payment of such taxes, or (b) be made in a lump sum payment by it to pay such taxes, or (c) be made by it to the Mortgagee in the form of a note or promissory note, provided that the Mortgagee may at its option require such payments to be made in full at any time as it may see fit. If the amount of such payments is not sufficient, the undersigned promises to pay the difference upon demand. If such sum is not paid in full at the account of the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay such taxes as charges or taxes without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the same hereby secured by the amount of such advances and shall be a part of said indebtedness under all of the terms of said note and this contract as fully as if a new note had been made and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provisions may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect to be said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so contemplated that said Mortgagee may then do any act it may deem necessary to protect the lien hereof, that Mortgagee will have upon the property and any property paid or delivered by Mortgagee for any of the above purposes and such actions together with interest thereon at the highest rate then obtainable at the time shall become due to such additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligated upon the Mortgagee to enforce the validity of this lien, encumbrance or claim in its own name or to sue therefor, but nothing herein contained shall be construed as releasing the Mortgagee to advance any money for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability for the failure of anything of any kind or kind to do hereunder.

E That it is the intent herein to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F That if all or any part of the property or any interest therein is sold or transferred by Mortgagee without the prior written consent of Mortgagee, including the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a party hereto or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare without notice all of the same secured by this mortgage to be immediately due and payable.

'E' means an estimate

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ADJUSTABLE RATE RIDER 5 9 7

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 22nd day of May, 1986, 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 "Note") and covering the property described in the Security Instrument and located at:

3977 Western Avenue, Western Springs, IL 60558

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 CHARGES

The Note interest rate may be increased or decreased on the day after the second business day of every month.

Changes in the interest rate are governed by changes in the Annual Percentage Rate (APR) which is equal to the Index plus 1.00 percentage points. The index is the prime interest rate as established and announced from time to time by Chase Manhattan Bank, N.A., of New York as set and established as of the day after the second business day of each month. In the event that the prime rate of Chase Manhattan Bank, N.A. is not available the equivalent prime rate of 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.

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

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by this mortgage is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would

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exceed permitted limits. If this is the case, then:

- (A) Any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and
- (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Borrower.

C. REVOLVING CREDIT

This mortgage is given to secure a revolving credit loan, the terms of which provide that future advances may be made in an aggregate amount not to exceed the amount of lien set forth on the mortgage. All such future advances are due and payable ten years from the date hereof, at which time Lender's obligation to make additional advances shall terminate. The lien of this mortgage shall be valid as to all such indebtedness and future advances, which shall have priority over all subsequent liens and encumbrances and shall have priority as though they were made on the date hereof.

D. PRINCIPAL RESIDENCE

In the event that all of the Borrowers cease to use the property as their principal residence, then Lender may, at Lender's option, declare all the sums secured by this mortgage immediately due and payable.

E. PRIOR LIENS

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 "A" of the Security instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security instrument.

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

EXCULPATION

This Rider is executed by First National Bank of La Grange 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 First National Bank of La Grange, 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.

First National Bank of La Grange, not
Individually but as Trustee Under
Trust Agreement dated 10-6-81
and known as Trust No. 2084.

By: Kathy Smith
Its Assistant Vice President

ATTEST: Christine Kille
Its Trust Administrator

(Corporate Seal)

Faint, mostly illegible text at the bottom of the page, possibly a stamp or additional notes.

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