

UNOFFICIAL COPY

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

APPLICATION OF LOAN PROCEEDS
 1. Renewal of LOAN NO. 10-10977
 2. Credit Acct. No. 10-10977
 3. Check(s) issued # 100729
 Payee CLARA BENDORITIS
 Payee BARBARA & JOHN FLEMING

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
16	\$ 3,104.80	\$ 6,500.00	\$ 9,604.80

You have the right to receive at this time an itemization of the amount financed.

I DO NOT want an itemization of the amount financed. Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
59	\$ 160.08	ON THE 22nd OF EACH MONTH BEGINING ON 03/22/83
Final Payment	\$ 160.08	FINAL PAYMENT DUE 02/22/88

Security: You are giving a security interest in:

the goods or property being purchased. TRUST DEED 14-31-310-011

all of your funds or property held by or on deposit with the Lender and all property securing other and future loans with the Lender, except any of your property requiring the Lender to provide a Notice of Right to Cancel unless that Notice has been given.

Filing fee \$ -0- Non-filing insurance \$ -0-

Late Charge: If a payment is late, you will be charged 96.00/8% of the payment, whichever is less.

Prepayment: If you pay off early, you will be entitled to a refund of part of the finance charge.

See the Note and Security Agreement forms sent to you and on the reverse side for any additional information about prepayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and other information about security interests.

Being an estimate

AMOUNT FINANCED ITEMIZATION

Itemization of Amount Financed of \$ 6,500.00
(Sum of 1+2-3)

1. Proceeds:
 \$ 5,000.00 Amount given to you directly
 \$ 1,500.00 Amount paid to your account
 \$ 6,500.00 Total proceeds of your loan

2. Amount Paid to Others on Your Behalf:
 \$ NONE to Insurance Companies
 \$ NONE to Appraisers
 \$ NONE to Credit Agencies
 \$ NONE to Public Officials
 \$ NONE to _____
 \$ NONE to _____
 \$ NONE Total amount paid to others on your behalf.

3. Other Items Affecting the Amount Financed:
 \$ NONE Prepaid Finance Charges (service charges or other prepaid finance charges, if any)

INSURANCE AGREEMENT

Property insurance is required on all insurable collateral not in the possession of the lender. You may obtain property insurance from anyone you want that is acceptable to the lender. If you get property insurance from the lender you will pay \$ NONE for the full loan term or \$ NONE per N/A Term

Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost.

Type	Premium	Signature	Age of Insured
Credit Life	I want Credit Life Insurance	Signature _____	
Credit Disability	I want Credit Disability Insurance	Signature _____	
Credit Life and Disability	I want Credit Life and Disability Insurance	Signature _____	N/A

INSTALMENT NOTE AND SECURITY AGREEMENT

FOR VALUE RECEIVED, the undersigned, jointly and severally, promises to pay to the order of THE ALBANY BANK & TRUST CO., N.A., 3400 WEST LAWRENCE AVENUE, CHICAGO, ILLINOIS 60625 (Lender) NINE THOUSAND, SIX HUNDRED FOUR DOLLARS & EIGHTY CENTS ***** Dollars of principal and interest (\$ 9,604.80) payable in 59 (months) instalments of \$ 160.08 each or more, and a final instalment of \$ 160.08 beginning on MARCH 22, 19 83 and continuing on the same day of each successive quarter (month) thereafter until the note is paid in full.

To secure payment of this note and all other liabilities of the undersigned to the Lender or any other holder of this note (hereinafter referred to as the "liabilities"), the undersigned grants to the holder a security interest in all property of the undersigned and in the possession of the holder, including, but without limitation, all property described below and in any other security agreements in favor of the holder, executed by the undersigned hereinafter called "collateral". The holder agrees not to secure this loan with any property requiring the holder to provide a Notice of Right to Cancel unless that Notice has been given. The term "undersigned" as used in this note includes all of the makers of this note and all guarantors of this note, and, though used in the singular, will include all who sign this note.

DESCRIPTION OF COLLATERAL

New or Used	Year	Make	Body Style	Model or Model No.	No. of Cyl.	Serial Number	Ignition Key No.	Color
<u>NONE</u>								

Automatic Trans. Power Steering Power Seats AM-FM Stereo Tape Deck 4-Speed Trans.
 Air Conditioner Power Brakes Power Windows AM Radio Bucket Seats
 Cruise Control Diesel T-Top Sunroof

Other Collateral: NONE

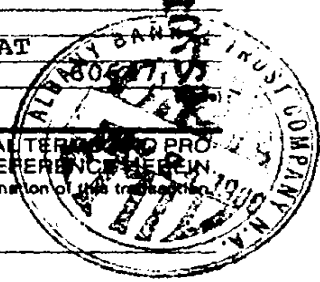
This note is secured by a trust deed or mortgage dated 01/21 19 83 on real estate located at 2335 WEST MOFFAT CHICAGO ILL. COOK (City) (County)

Pertains to document number - #24738759

THE UNDERSIGNED AGREES TO THE TERMS OF THIS NOTE SET FORTH ABOVE AND TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT, WHICH ARE INCORPORATED BY REFERENCE HEREIN. The undersigned acknowledges receipt of a completed copy of this note, security agreement and disclosure statement prior to consummation of this transaction.

Address 5901 NORTH KOLMAR
 Number & Street
CHICAGO, ILLINOIS 60646
 City & State Zip Code
 Telephone (312) 286-4796 Social Security No. 350-20-7390

SIGNATURES
 x Clara Bendoritis
CLARA BENDORITIS
 x John Fleming
JOHN FLEMING
Barbara Fleming
BARBARA FLEMING



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EVENTS OF DEFAULT

Definition of Events of Default: Any of the following events will create a default under the terms of this note and each event is defined as an "event of default": (i) failure to pay any installment under this note, when due; (ii) any statement, application or supporting financial statement furnished to the holder by the undersigned found to be false in any material respect; (iii) default in the punctual payment of any other liability of the undersigned to the holder, when due; (iv) the undersigned, or any of the undersigned, becoming insolvent, or being unable to pay debts as the debts mature or an admission in writing of the inability to pay debts as the debts mature; (v) the execution of an assignment for the benefit of creditors; (vi) the filing by or the commencement against any of the undersigned of any proceeding for any relief under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions, or extensions, or having a receiver or trustee appointed for the undersigned; (vii) the undersigned, or any of the undersigned, dying; (viii) the undersigned failing to furnish additional security immediately upon call from the holder as provided for under this note; (ix) failure to comply with or to perform any term, condition, covenant or agreement contained in any instrument securing the liabilities; or (x) the holder believing itself to be insecure, for any reason whatever.

Consequences upon the Occurrence of an Event of Default: Upon the occurrence of an event of default, this note shall, at the option of the holder, become immediately due and payable, without presentment, demand, notice or protest of any kind, all of which are expressly waived by the undersigned. In case of the occurrence of an event of default, any indebtedness due from the holder to any of the undersigned may, at the option of the holder, be set off and applied against this note. After the occurrence of an event of default, each of the undersigned agrees to pay all costs of collection, legal expenses and attorneys' fees incurred or paid by the holder in collecting this note. The total of all costs of collection, legal expenses and attorneys' fees incurred or paid by the holder will be added to the principal balance due under this note, upon which total amount interest will continue to accrue at the default interest rate, until the total amount is paid in full. In addition, the undersigned agrees to pay a late charge on each installment which is late for a period of not less than 10 days of \$5.00 or 5% of the installment, whichever is less.

Remedies of Holder upon Occurrence of an Event of Default: Upon the occurrence of an event of default, and at any time after the occurrence of an event of default, the holder shall have the rights and remedies of a secured party under the Uniform Commercial Code of Illinois, including, but without limitation, the right to sell or otherwise dispose of any or all of the collateral. Unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the holder will send the undersigned reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or other intended disposition is to be made. The requirement of sending reasonable notice shall be met if notice is mailed, postage prepaid, to the undersigned at the last known address for the undersigned shown on the holder's records, at least five days before the time of the sale or disposition.

RIGHTS OF HOLDER REGARDING COLLATERAL

Holder's Right to Request Additional Collateral: If the holder should at any time be of the opinion that the collateral is not sufficient, has declined or may decline in value or should the holder believe itself to be insecure, the holder may call for additional security satisfactory to the holder, which the undersigned promises to furnish to the holder immediately. The call for additional security may be oral, by telegram or by United States Mail addressed to the undersigned at the last known address for the undersigned shown on the holder's records.

Holder's Rights and Duties Regarding Collateral: The right is expressly granted to the holder, at the holder's option, to transfer at any time, to the holder or to the holder's nominee, any collateral pledged under this note. The holder is also expressly granted the right to receive the income from the collateral, to hold the collateral as security or apply the collateral to any liability secured by the collateral. The holder shall use reasonable care in the physical custody of the collateral but will not be responsible for the collateral's protection, collection or enforcement. The holder may at the holder's option, whether or not this note is due, demand, sue for, collect or make any compromise or settlement the holder deems desirable with reference to the collateral held under this note. The holder need not take any steps necessary to preserve any and all rights in the collateral against prior parties. It is the obligation of the undersigned to preserve any and all rights in the collateral against prior parties. No right or remedy granted to the holder shall affect or diminish any right or remedy granted to the holder in this or any other security agreement executed by one or more of the undersigned relating to any collateral securing any other liabilities.

OBLIGATIONS OF THE UNDERSIGNED

Liability: All of the undersigned agree that the undersigned are each primarily, jointly and severally liable on this note and that the receipt of the consideration for this note, by any one of the undersigned, shall constitute the receipt of the consideration for this note by all of the undersigned, whether or not the undersigned signed this note, or guaranty prior to or after the receipt of the consideration from this note. The undersigned agree that no release of one or more of the undersigned or of any security for this note will release any of or any other of the undersigned. Each of the undersigned consents to any and all renewals, extensions or modifications of this note. Each of the undersigned further waives notice of all renewals, extensions or modifications of this note.

Collateral: The undersigned states that the undersigned is the sole owner of the collateral free from any lien, security interest, encumbrance or claim and will defend the collateral against all claims and demands. The undersigned agrees that the undersigned will: (i) not sell, lease, encumber, grant any subsequent security interest in or relinquish possession of the collateral; (ii) not remove the collateral from the undersigned's residence or place of business without written consent of the holder; (iii) not use or permit the collateral to be used in violation of any law, ordinance or policy of insurance covering the collateral; (iv) maintain the collateral in good condition and repair and shall pay all taxes and assessments levied on the collateral; (v) insure the collateral to the satisfaction of the holder to the extent of the liabilities, until all liabilities are paid; (vi) promptly make all premium payments on that insurance; (vii) obtain for the holder, a statement from the insurer that the holder is named as lender loss payee and providing for 10 days prior written notice to the holder of cancellation of the policy. Loss, theft, damage to, destruction or seizure of the collateral shall not relieve the undersigned from the payment and performance of any liabilities of the undersigned secured by the collateral.

MISCELLANEOUS

No delay or omission on the part of the holder in exercising any power or right under this note shall impair any power or right under this note or be construed as a waiver of or acquiescence to a default. No single or partial exercise of any power or right under this note shall preclude any or full exercise of any power or right under this note or the exercise of any other power or right. Every holder of this note shall have and may exercise all the powers and rights given to the Lender under this note. Every notice to be sent or committed by any one of the undersigned shall constitute a notice to or act committed by all of the undersigned. The undersigned has the right to prepay the liabilities under this note in full at any time and receive a refund of unearned interest calculated according to the Rule of 78 method. The undersigned will not receive a prepayment refund of interest.

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GUARANTY

OBLIGATIONS OF GUARANTOR

FOR VALUE RECEIVED, the guarantor, jointly and severally, guarantees absolute and unconditional prompt payment when due, whether at maturity, by acceleration or otherwise, of the liabilities defined in this note. The term "guarantor" as used in this guaranty includes all of the guarantors of this note and, though used in the singular, will include all who sign this guaranty. After the occurrence of an event of default, each guarantor further agrees to pay all costs of collection, legal expenses and attorneys' fees, incurred or paid by the holder in the collection of any liabilities defined in this note and in the enforcement of this guaranty. The total of all costs of collection, legal expenses and attorneys' fees incurred or paid by the holder will be added to the principal balance due under this note, upon which total amount interest will continue to accrue, at the default interest rate, until the total amount is paid in full. No renewal, modification or extension of this note, no release or surrender of any security for this note, no release of any person, primarily or secondarily liable on this note, no delay in the enforcement of payment of this note, and no delay or omission in exercising any right or power under this note shall affect the liability of the guarantor. The guarantor expressly waives presentment, protest, demand, notice of dishonor or default, notice of acceptance of this guaranty and notice of any kind with respect to this note, the performance of the obligations under this note or payment of liabilities under this note.

RIGHTS OF HOLDER

The guarantor grants to the holder, a security interest in all property of the guarantor now or at any time in the future in the possession of the holder (hereinafter called "collateral"), to secure the payment of any liability of the guarantor under this guaranty. Upon the occurrence of an event of default and at any time after the occurrence of an event of default, the holder shall have the rights and remedies of a secured party under the Uniform Commercial Code of Illinois respecting the collateral, including, but without limitation, the right to sell or otherwise dispose of any or all of the collateral. The holder may set off any deposit or other cash on hand or in any bank or other financial institution of the guarantor against any liability of the guarantor under this guaranty.

Address: Clara Bendortis, 5901 N. Palmer, Chicago, Ill. 60646

Signature of Guarantor

86270167

RESOURCES

WR

RECORDING

12.25

2335
Moffat

533 14 318 820700/1000 West Chgo

Legal

Lat 8 Bet 14
Pierce's Add. "A" Jo Holstein in
Sec. 31-40-14. Rec. Dec. 21, 1854.
Ante-fire.

82070167

Book
572-C

24738759

TD 11/22/78 11/27/78

UNOFFICIAL COPY

Re: 1984 REAL ESTATE TAXES UNPAID
IN WHOLE OR IN PART DUE TO ASSESSOR'S
CERTIFICATE OF ERROR

Dear Taxpayers:

This is to notify you that the Cook County Assessor has issued to you a Certificate of Error in the original assessment of your 1984 Real Estate taxes. Although there may be an unpaid portion of your 1984 taxes, THESE TAXES WILL NOT BE OFFERED AT THE ANNUAL TAX SALE. This Certificate of Error pertains either to a change of valuation on your property and/or the granting of a Homeowner's Exemption and/or a Homestead Exemption to Senior Citizens.

You are receiving this notice because the law requires that we notify you and publish the list of all Certificates of Error issued. The Annual Sale of delinquent 1984 real estate taxes will commence on Monday, November 25, 1989, after applying to the Circuit Court of Cook County on Friday, November 3, 1989, for a Judgment and Sale Order.

YOU NEED NOT TAKE ANY ACTION CONCERNING THIS NOTICE. Once the Circuit Court has made a final determination concerning your Certificate of Error you will be advised if there has been an underpayment or overpayment.

If you have any questions, please call our Tax Sale Department at 443-6234, or 447-6235.

EDWARD J. ROSEWELL
Cook County Collector
Chicago, Illinois 60602