

# UNOFFICIAL COPY

C4708

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

87403508

THIS INDENTURE WITNESSETH That David C. Clark and Barbara J. Clark, his wife in joint tenancy  
6129 W. Henderson, Chicago, IL

(No. and Street) (City) (State)  
for and in consideration of the sum of (\$20,000.00)  
TWENTY THOUSAND AND NO/100 Dollars  
in hand paid GARY WHEATON BANK TO  
120 E. Wesley, Wheaton Illinois

of (No. and Street) (City) (State)  
as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of COOK and State of Illinois, to-wit:

Above Space For Recorder's Use Only

\*\*\*The West 12 feet of Lot 227 and all of Lot 228 in Dillman Place, a Subdivision of the North half (except the South 10 acres thereof) of the South half of the South West quarter of Section 20, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.\*\*\*

PIN NO. 13-20-322-012 F-C-O AK

6129 W. Henderson, Chicago, IL

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Whereas, The Grantors are justly indebted upon a principal promissory note bearing even date herewith, payable to the order of GARY WHEATON BANK in the principal amount of 20,000.00, providing for monthly payments of interest, with the balance of the indebtedness, if not sooner paid, due and payable on the fifth anniversary hereof. The terms of said promissory note are incorporated herein as though fully set forth.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as herein set forth in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises, if any have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall hold inure and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Grantor agrees to repay immediately without demand, and the same will interest thereon from the date of payment as provided in said note shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach as provided in said note shall be recovered by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint in foreclosure this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

This Deed of Trust is given to secure a revolving credit loan.

The name of a record owner is: David C. Clark and Barbara J. Clark, his wife in joint tenancy  
Cook County of the grantee, or of his resignation, refusal or failure to act, then

IN THE EVENT of the death or removal from said Gary Wheaton Bank of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to First Mortgage at Talman Home Mortgage Corporation

Witness the hand S S of the Grantor this 18TH day of JULY, 1987

Please print or type name(s) below signature(s)

David C. Clark (HEAL)  
Barbara J. Clark (HEAL)

This instrument was prepared by Jeanne Marie Gallian Gary Wheaton Bank 120 E. Wesley Wheaton, IL  
(NAME AND ADDRESS)

BOX 430

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# UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF DuPage } 89

DEPT-01 RECORDING \$12.00  
T#1111 TRAN 1026 07/22/87 11:18:00  
#6917 # A \* - 87 - 403508  
COOK COUNTY RECORDER  
a Notary Public in and for said County.

I, DEBORAH R. WHEELER

in the State aforesaid, DO HEREBY CERTIFY that David C. Clark and Barbara J. Clark

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 18th day of July, 19 87.

(Impress Seal Here)

Deborah R. Wheeler  
Notary Public

Commission Expires 9/13/90

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## 87403508 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 18TH day of JULY, 19 87 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 GARY-WHEATON BANK (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 6129 W.

Henderson, Chicago, IL, 60634

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 9.50%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on AUGUST, 1987 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 1.25 percentage points. The Index Rate is the Reference Rate as announced and published from time to time by Continental Illinois National Bank and Trust Company in effect on the last day of each month. Changes in the APR, as aforesaid, shall take effect prospectively as of the first day of the month following any change in the Index Rate.

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 the Security Instrument 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 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. 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 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 all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) 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 joint tenant or (d) the grant of any leasehold interest of 1, 2, or 3 years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note. If there is a transfer of the Property subject to this paragraph, 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.

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

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87403508

David C. Clark  
David C. Clark <sup>Borrower</sup>  
Barbara J. Clark  
Barbara J. Clark <sup>Borrower</sup>