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# UNOFFICIAL COPY

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## TRUST DEED SECOND MORTGAGE (ILLINOIS)

DEPT-01 RECORDING CITY OF CHICAGO \$0.00  
T#1111 TRAN 6043 11/18/87 14:35:00  
#3905 # A \* -87-619530  
COOK COUNTY RECORDER

DEPT-01 RECORDING CITY OF CHICAGO \$12.00  
T#1111 TRAN 6043 11/18/87 14:35:00  
#3905 # A \* -87-619530  
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH that Michael W. Jawor and Denise K. Jawor, his wife in joint tenancy  
(hereinafter called the Grantors, of 8726 Dee Ct., Tinley Park, IL 60477  
(No. and Street) (City) (State)

for and in consideration of the sum of Twenty Five Thousand and 00/100 Dollars  
in hand paid, CONVEY AND WARRANT TO Gary Wheaton  
Bank of Downers Grove  
of 1200 Ogden Ave., Downers Grove, IL 60515  
(No. and Street) (City) (State)

as Trustee, and to his executors, trustees hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and every right appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

Lot 10 in Rainice Unit 1 a subdivision of the South half of the West half of the South West quarter of Section 26, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel #27-26-303-010 **E7D 41**  
8726 Dee Ct. Tinley Park

87619530



1300

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 promissory note bearing even date herewith, payable to the order of GARY WHEATON BANK OF DOWNERS GROVE in the principal amount of \$ 25,000.00 with, payable 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 hereinafter 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 in rebuild or repairs of buildings or improvements on said premises that may 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 be left 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, as 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 as 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 with interest thereon from the date of payment, as provided in said note shall be so much additional indebtedness incurred hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and 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 preparing 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 a trustee 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 to foreclose 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: Michael W. Jawor and Denise K. Jawor, his wife, as joint tenants

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

Gary Wheaton Bank of Downers Grove of DuPage County of the grantee, 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 a first mortgage with The Lomas and Nettleton Company

Witness the hand S and seal S of the Grantor this 14th day of November 1987

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

Michael W. Jawor (SEAL)  
Michael W. Jawor  
Denise K. Jawor (SEAL)  
Denise K. Jawor

This instrument was prepared by Nancy Incaprerro, 1200 Ogden Ave., Downers Grove, IL 60515  
(NAME AND ADDRESS)

Box 430

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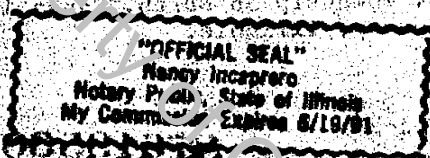
08221070

STATE OF Illinois  
COUNTY OF DeKalb

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael W. Javor and Denise K. Javor personally known to me to be the same persons whose names 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 redemption.

Given under my hand and official seal this 16<sup>th</sup> day of November, 19 87

(Impress Seal Here)



Nancy Incapero  
Notary Public

Commission Expires 6-19-91

NOTICE OF INTEREST RATE ADJUSTMENT

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 14th day of November, 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 ("Borrower") to secure Borrower's Note to GARY-WHEATON BANK OF DOWNERS GROVE (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 8726 Dee Ct.

Tinley Park, IL 60477

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 10.00%. The Note shall be increased or decreased on the 1st day of the month beginning on December 1, 19 87 and on that day of each 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 Prime Rate as announced 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 on the first day of the month following any change in the Index Rate.

There is no maximum limit on changes in the interest rate by Change in the Index Rate. If the interest rate changes, the amount of Borrower's monthly payments shall be adjusted accordingly. If 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 loan charge and that law is interpreted such that the interest or other loan charges collected or to be collected in connection with the loan exceed the amount of the loan. In the event of such a charge, (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) the amount of such charge shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed on 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 the Note have priority over this Security Instrument and the existence and priority of which the Lender has not previously consented to, Lender shall have the right to subordinate that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or such other 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 transferred, including (a) the creation of a lien or encumbrance subordinate to this Mortgage; (b) the creation of a purchase money mortgage or a joint tenancy; or (c) the grant of any leasehold interest in the Property, Lender may, at Lender's option, decide all the sums secured by this Mortgage to be immediately due and payable. Lender and Borrower agree that upon any such transfer, Lender and the person to whom the Property is sold or transferred shall execute and record a deed conveying the Property to the transferee. Lender shall be notified of such transfers and shall be notified of such transfers and shall be notified of such transfers. If Lender has a written agreement in writing by Lender, Lender may require (1) an increase in the interest rate, (2) a change in the APR, or (3) a change in the APR, or (4) a change in the APR, or (5) a change in the APR, or (6) a change in the APR, or (7) a change in the APR, or (8) a change in the APR, or (9) a change in the APR, or (10) a change in the APR. If there is a limit, or (3) a change in the APR, or (4) a change in the APR, or (5) a change in the APR, or (6) a change in the APR, or (7) a change in the APR, or (8) a change in the APR, or (9) a change in the APR, or (10) a change in the APR. By signing this, Borrower agrees to all of the above.

EQUAL HOUSING LENDER

Michael W. Javor  
Michael W. Javor Borrower

Denise K. Javor  
Denise K. Javor Borrower

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