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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 DEC -7 AM 11: 33

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THE ABOVE SPACE FOR RECORDERS USE ONLY

11-43-579
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TRUST DEED

THIS INDENTURE. Made November 30, 1987, between American National Bank and Trust Company of Chicago, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated November 3, 1987 and known as trust number 10-3922-07, herein referred to as "First Party," and Seaway National Bank of Chicago

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of FIFTY SIX THOUSAND AND 00/100-----Dollars, (\$56,000.00)-----

made payable to ~~SEAWAY~~ Seaway National Bank of Chicago and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum in instalments as follows: FIVE HUNDRED FIFTY NINE AND 09/100 (\$559.09)-----DOLLARS

on the 30th day of December 1987, and FIVE HUNDRED FIFTY NINE & 09/100--- DOLLARS

on the 30th day of each month thereafter, to and including the

30th day of December 1987, with a final payment of the balance due on the 30th

day of November 2007, with interest payable on the principal balance

from time to time unpaid at the rate of ten-one half (10.50) per cent per annum payable monthly 10.50; each of said instalments of principal bearing interest after maturity at the rate of seven per cent per annum, and all of said principal and interest being made 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 absence of such appointment, then at the office of Seaway National Bank of Chicago in said City,

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, convey, release, alien and convey unto the Trustee, to successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 2 IN THE SUBDIVISION OF LOT 9 IN BLOCK 1 IN FLEMING'S SUBDIVISION OF SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOT A IN THE SUBDIVISION OF LOTS 7 AND 8 IN FLEMING'S SUBDIVISION AFORESAID IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7337 South Rhodes Chicago, Illinois

THIS DOCUMENT PREPARED BY:
PAMELA WATSON, CREDIT ANALYST
SEAWAY NATIONAL BANK OF CHICAGO
645 EAST 87TH STREET
CHICAGO, IL 60619

Permanent Tax No.: 20-27-219-010-0000
A.D.I.

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts here- in set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) 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 satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

DELIVERY INSTRUCTIONS
NAME Seaway National Bank of Chicago
STREET 645 East 87th Street
CITY Chicago, IL 60619
Attention: Pamela Watson

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

OR BOX 333 - GG

RECORDERS OFFICE BOX NUMBER

holders of the note, such rights to be exercised by a trustee and trustee shall be attached to all promissory notes, including additional and renewal notes to be made by a trustee and trustee shall be attached to all promissory notes not less than ten days prior to the respective dates of expiration; the Trustee or Trustees of the note shall be authorized to execute any and all promissory notes or perform any act hereunder set forth 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 thereon, or receive from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the secured premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be a first and additional indebtedness secured hereby and shall become immediately due, and payable, without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. 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 procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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 installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 lien hereof, there shall be allowed and included as additional indebtedness in the decree for all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit 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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied 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 mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the debtor or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale, during the deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, or any of them, or the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or advisable 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 authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or (2) any decree foreclosing 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; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.

9. 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, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as 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 on behalf of First Party.

10. 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 refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated, shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereunder, or to perform any covenant, duty or implied hereby contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security, remedy, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the liability of the holders of said note and the owner or owners of any indebtedness secured hereunder shall look solely to the person hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the contractor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank & Trust Company of Chicago

as Trustee as aforesaid, and not personally.



By [Signature] VICE PRESIDENT
Attest [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered in said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association, as Trustee for the use and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association.

OFFICIAL SEAL
Karan E. Burns
Notary Public, State of Illinois
My Commission Expires 8/27/90

[Signature]
Notary Public

NOV 30 1987

Date
Notary Public

85-45777

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. _____

Trustee

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ADJUSTABLE RATE RIDER 7 7
(3 or 5 Year Index — Payment Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of November, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's ~~Multifamily~~ Note and Adjustable Rate Addendum to ~~Multifamily~~ Note to Seaway National Bank of Chicago (the "Lender") of the same date (the "Note") and covering the property described in the Instrument and located at: 7337 South Rhodes Chicago, Illinois [Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE PROVISIONS

The Note provides for an interest rate of 10.50%. This initial interest rate and Borrower's initial monthly payments set forth in the Note may change as follows:

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

a. Change Dates

Borrower's interest rate may change on the ~~30th~~ day of November, 1990, and on that day every 36th 6th [check only one box] month thereafter. Each date on which the interest rate could change is called a "Change Date."

b. 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 adjusted to a constant maturity of 3 5 [check only one box] years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." If the Index is not available, Lender will choose a new index which is based upon comparable information.

c. Calculation of Changes

Before each Change Date, Lender will calculate the new interest rate by adding .250 percentage points (.....%) to the Current Index. The sum will be the new interest rate until the next Change Date.

Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal Borrower is expected to owe at the Change Date in full on the maturity date at the new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment," which will be the new amount of Borrower's monthly payment unless Borrower chooses the amount permitted by Section 2 below.

d. Effective Date of Changes

The new interest rate will become effective on each Change Date. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

2. BORROWER'S RIGHT TO LIMIT MONTHLY PAYMENT; REQUIRED FULL PAYMENT

a. Calculation of Graduated Limited Payment

Borrower may choose to limit the amount of the new monthly payment following a Change Date if the new interest rate would cause the monthly payment Borrower has been paying to increase by more than seven and one-half percent (7.5%). If Borrower chooses to limit the amount of the monthly payment, Borrower must give the Lender notice that it is doing so at least 15 days before the first new monthly payment is due. When Borrower does so, on the first monthly payment date after the Change Date Borrower will begin paying a new monthly payment which will be equal to the amount Borrower has been paying each month for the preceding twelve months multiplied by the number 1.075. Thereafter, on each of the first two four [check only one box] anniversaries of the new monthly payment effective date, the monthly payment will again increase to an amount equal to the amount Borrower has been paying each month for the preceding twelve months multiplied by the number 1.075. These amounts are called the "Graduated Limited Payments."

Even if Borrower chooses to limit the monthly payment, Section 2b, 2c or 2d below may require Borrower to pay a different amount.

b. Reduced Monthly Payment

A Graduated Limited Payment could be greater than the amount of a monthly payment which then would be sufficient to repay the unpaid principal in full on the maturity date at the current interest rate in substantially equal payments. If so, on the date Borrower's payment of a Graduated Limited Payment would cause it to pay more than the lower amount, Borrower will instead then begin paying the lower amount as the monthly payment until the next Change Date.

c. Increased Monthly Payment

Borrower's payment of a Graduated Limited Payment could cause the unpaid principal to exceed the limit stated in Section 3b below. If so, on the date that Borrower's payment of the monthly payment would cause it to exceed that limit, Borrower will instead begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay the then unpaid principal in full on the maturity date at the current interest rate in substantially equal payments.

4. Required Full Payment

Beginning with the first monthly payment after the final Change Date, Borrower will pay the Full Payment as the monthly payment.

3. INCREASES IN THE PRINCIPAL AMOUNT TO BE PAID

a. Additions to Unpaid Principal

If Borrower chooses to pay Graduated Limited Payments, the monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal Borrower owes at the

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