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TRUST DEED

1987 MAY -6 AM 11:35

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

\$17.00

THIS INDENTURE, made May 1, 1987, between Richard L. Smiley, married to Yolanda Smiley

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of FORTY THOUSAND AND

NO/100 (\$40,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF SEAWAY National Bank of Chicago

and delivered, by and by which said Note the Mortgagors promise to pay the said principal sum and interest from Date on the balance of principal remaining from time to time unpaid at the rate of 11 1/2 per cent per annum in instalments (including principal and interest) as follows: FOUR HUNDRED SIXTY

SEVEN AND 28/100 (\$467.28) This amount may change Dollars or more on the 1st day of June 1987 and FOUR HUNDRED SIXTY SEVEN & 28/100 This amount Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of April, 2002. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 13 1/2 per annum, and all 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 in said City, of Chicago

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 362 AND THE WEST 30 FEET 1 7/8 INCHES OF LOT 363 AND THE SOUTH 8 5/8" LYING EAST OF THE WEST 30 FEET 1 7/8 INCHES OF LOT 361 IN E. A. CUMMINGS AND COMPANY'S 63RD STREET SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 6058 S. Wolcott Chicago, IL 60636

THIS DOCUMENT PREPARED BY MAIL TO: DEBRA D. ROGERS, SEAWAY NATIONAL BANK 645 EAST 37TH STREET BOX 333-CA CHICAGO, IL 60619

Form. Tax I.D. No.: 20-18-409-048-0000

"THE COVENANTS, CONDITIONS AND PROVISIONS APPEARING ON ALL RIDERS INCLUDING AND NOT LIMITED TO ADJUSTABLE RATE RIDERS HERETO ARE INCORPORATED HERETH AND MADE A PART HEREOF which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong, and all rents, issues and profits thereof for so long and during all such times as Mortgagors 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 the mortgagors or their 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 to the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

RICHARD L. SMILEY (SEAL) YOLANDA Z. SMILEY (SEAL)

STATE OF ILLINOIS, I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard L. Smiley, married to Yolanda Smiley

who is personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me, this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of May 1987

Notary Public

Notarial Seal

800-408-71-1

642625

ST 1987

Rider attached and made a part of an Trust Deed Dated MAY 1, 1987, between RICHARD L. SMILEY, MARRIED TO YOLANDA SMILEY, ("Maker"), and SEAWAY NATIONAL BANK OF CHICAGO, a National Banking Corporation ("Holder of the Note").

1. In the event Maker shall sell, execute Articles of Agreement for Deed, assign, convey, sell under contract of sale, lease with option to purchase, or otherwise attempt to dispose of any interest herein, or shall be divested of title or any interest herein in any manner or way, whether voluntarily or involuntarily of the premises described in the Trust Deed securing this Note, without the written consent of the Holder of the Note being first obtained, the Holder shall have the right and option to declare any indebtedness of obligations secured hereby, irrespective of the maturity date specified in the Note, immediately due and payable without notice. Holder reserves the right to charge a reasonable transfer fee in the event Holder chooses not to declare the indebtedness immediately due and payable. Inaction on the part of the Holder shall not be considered as a waiver of any right accruing to Holder on account of any default on the part of Maker.

2. The Maker shall have the right of prepayment in whole or in part at any time without notice and without penalty.

3. Along with and in addition to each monthly payment of principal and interest due hereunder, the Maker covenants and agrees to deposit with the Holder or Holders of the Note, on the 1st day of June, 1987, and on the 1st day of each month thereafter until this Note is fully paid, a sum equal to 1/12th of the last total annual general real estate taxes ("taxes") for the last ascertainable year on the premises described in the Trust Deed securing this Note, and 1/12th of the annual insurance premiums for insurance policies required pursuant to the Trust Deed securing this Note. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and insurance policy premiums on said premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes and insurance premiums for any year when the same shall become due and payable, the undersigned shall within ten (10) days after receipt of demand therefore, deposit such additional funds as may be necessary to pay such taxes and insurance premiums in full. If the funds so deposited exceed the amount required to pay such taxes and insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits.

4. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of Foreclosure of Trust Deed on its own behalf of each and every person except decree of judgments of creditors of the Mortgagors acquiring any interest in or title to the premises subsequent to the date of the Trust Deed.

5. Mortgagee's Right of Possession in Case of Default.

In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, Mortgagor shall forthwith and upon demand of Mortgagee, surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, as for condition broken. Mortgagee's rights and remedies under this Paragraph 17 shall be effective whether before or after the whole principal sum secured hereby is declared to be immediately due and provided hereunder, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder. In the event Mortgagee is entitled to take possession of the premises, Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom. In such case Mortgagee under the powers herein granted, may hold, operate manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents.

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Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions, in forcible detainer and actions in distress for rent. Mortgagee shall have full power:

(a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

(b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;

(c) to extend or modify any then existing leases and to enter new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured hereby and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

(d) to make any repairs, decorating renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious;

(e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and

(f) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice of Mortgagor.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. To the extent provided by law, Mortgagor shall and does hereby agree to protect, indemnify, defend and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases except for such claims and demands as result directly from the negligent or willful actions of Mortgagee. Should Mortgagee incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefore immediately upon demand.

6. Business Purpose.

Mortgagor covenants that it has represented to the Mortgagee that the proceeds of the loan evidenced by the Note and secured by this Mortgage will be used for the purposes specified in Paragraph (1)(c) of Section 6404, Chapter 17 of the Illinois Revised Statutes, as amended, and that the principal obligation secured hereby constitutes a business loan which comes with the purview of said paragraph.

7. Audits.

The Mortgagor will keep and maintain complete and accurate books and records of the earnings and expenses of the Premises as well as all lease operations thereon, and without expense to Mortgagee, shall furnish to Mortgagee within one hundred twenty (120) days after the end of each fiscal year of the Mortgagor, an annual audit prepared and certified by an independent certified public accountant reasonably satisfactory to Mortgagee, in accordance with generally accepted accounting principles relating to real estate consistently applied with which shall include: (a) a statement of assets and liabilities of Mortgagor with respect to the Premises, (2) a statement of the source and application of funds by the Mortgagor with respect to the Premises,

87241975

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(3) a detailed profit and loss statement relating to the ownership and operation of the Premises, including, without limitation, all rents and other income derived therefrom and all expenses paid or incurred in connection therewith.

8. Statement of Indebtedness.

Mortgagor, within seven (7) days after so requested by Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against the Mortgage debt or, if such offsets or defenses are alleged to exist, the nature thereof.

9. Further Instruments.

Upon request of Mortgagee, Mortgagor will execute, acknowledge and deliver all such additional instruments and further assurance of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage.

10. Indemnify.

Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: the making of the loan evidenced by the Note and secured by this Mortgage (excluding any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) which may be imposed on, incurred by or asserted against Mortgagee which relate to or arise from a violation of any federal banking law(s) or regulation(s) and any other federal law(s) or regulation(s) by Mortgagee); any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; or the ownership, use, operation or maintenance of the Premises. All costs provided for herein and paid for by Mortgagee shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest at the Default Interest Rate.

11. All terms and conditions of the Instrument Note securing this Trust Deed and executed simultaneously herewith are hereby incorporated herein.

IN WITNESS WHEREOF, the Maker has executed and delivered this Rider as of the day and year first above written.

BY: Richard L. Smiley
RICHARD L. SMILEY

BY: Yolanda L. Smiley
YOLANDA SMILEY

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notwithstanding to the extent of the amount of the loan and the amount of the interest thereon and the amount of the principal of the loan and the amount of the interest thereon.

8. Statement of indebtedness

Mortgagee, with the exception of the amount of the loan and the amount of the interest thereon, shall furnish a duly audited statement setting forth the amount of the debt secured by this mortgage, the date to which the principal has been paid and stating that no claims or demands exist against the mortgagee which are likely to result in a claim against the mortgagee.

9. Further Indemnity

Upon request of mortgagee, mortgagor will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do so within the time specified and shall be held liable for the same as if they were necessary to fully effectuate the intent of this mortgage.

10. Indemnity

Mortgagee shall indemnify and save mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorney fees and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against mortgagee of any kind by any third party which relate to or arise from the making of the loan evidenced by this mortgage and secured by this mortgage (including any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorney fees and court costs) which may be imposed on, incurred by or asserted against mortgagee which relate to or arise from a violation of any federal banking law(s) or regulation(s) and any other federal law(s) or regulation(s) by mortgagee, any suit or proceeding (including products and liability proceedings) or the threat thereof, in or to which mortgagee may or does become a party, either as plaintiff or as defendant, by reason of this mortgage or in the course of protecting the lien of this mortgage or the ownership, use, operation or maintenance of the premises. All costs provided for herein shall be paid by mortgagee and shall be paid immediately and without delay and with interest at the Default Interest Rate.

11. All terms and conditions of the Indemnity Note securing this loan shall be deemed incorporated herein, herewith and hereby incorporated herein.

IN WITNESS WHEREOF, the Maker has executed and delivered this Note as of the day and year first above written.

MORTGAGEE

MORTGAGOR

20110102

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ADJUSTABLE RATE RIDER

(5 Year Index—Payment Cap)

THIS ADJUSTABLE RATE RIDER is made this 11th day of May, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Sawny National Bank of Chicago (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6058 South Wolcott, Chicago, IL 60636

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO 7% EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.

ADDITIONAL COVENANTS. 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 provides for an initial interest rate of 11 1/2%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 19 92, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my 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 5 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 no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Four percentage points (4.0%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment." It will be the new amount of my monthly payment unless I choose the amount permitted by Section 5 below.

(D) Effective Date of Changes

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

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

(A) Calculation of Graduated Limited Payment

I may choose to limit the amount of my new monthly payment following a Change Date if my new interest rate would cause the monthly payment I have been paying to increase by more than seven and one-half percent (7.5%). If I choose to limit the amount of my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due. When I do so, on the first monthly payment date after the Change Date I will begin paying a new monthly payment which will be equal to the amount I have been paying each month for the preceding twelve months multiplied by the number 1.075. Thereafter, on each of the first four anniversaries of my new monthly payment effective date, my monthly payment will again increase to an amount equal to the amount I have 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 I have chosen to limit my monthly payment, Section 5(B), 5(C) or 5(D) below may require me 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 my unpaid principal in full on the maturity date at my current interest rate in substantially equal payments. If so, on the date my paying a Graduated Limited Payment would cause me to pay more than the lower amount, I will instead then begin paying the lower amount as my monthly payment until the next Change Date.

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YOLANDA SMILEY (Borrower)
RICHARD L. SMILEY (Borrower)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.
Lender exercises the option to require immediate payment in full. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if it exercises its option (a) or (b) of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

7. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

6. INCREASES IN THE PRINCIPAL AMOUNT TO BE PAID

(A) Additions to My Unpaid Principal
If I choose to pay Graduated Limited Payments, my 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 I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that the amount of my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(C) above.
(B) Limit on My Unpaid Principal
My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed.

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