

Mortgagee's option, declares without notice all of the sum... creation of a lien or encumbrance subordinate to this mortgage... F That all or any part of the property or any interest therein is sold or transferred by Mortgagee without the prior written consent of Mortgagee, excluding (a) the sale thereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

THE MORTGAGOR COVENANTS:

(1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof... (2) To pay when due and before any penalty attaches thereto all taxes, special assessments, water charges, sewer charges, gas charges, electric charges, telephone charges, and other charges... (3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

(2) Any advances made by the Mortgagee to the Mortgagor, or its successor in title, or any assignee, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note, together with such additional advances, in a sum in excess of \$45,000.00... FORTY FIVE THOUSAND AND NO/100

TO SECURE TO HAVE AND TO HOLD the said property, with all buildings, improvements, fixtures, appliances, and benefits under the homestead, exemption and other laws of any state, which said rights and benefits are hereby released and waived.

TO HAVE AND TO HOLD the said property, with all buildings, improvements, fixtures, appliances, and benefits under the homestead, exemption and other laws of any state, which said rights and benefits are hereby released and waived. Mortgage is hereby subordinated to the rights of all other mortgages, liens, and claims of record or otherwise, which are hereby pledged, assigned, transferred, or otherwise made a part of said real estate... THE THIRD PRINCIPAL MORTGAGE, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 53268 AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 20878494, TOGETHER WITH AN UNPAID PERCENT INTEREST IN SAID PROPERTY...

in the State of ILLINOIS, hereinafter referred to as the Mortgagee, the following real estate in the County of COOK STATE OF ILLINOIS

PEOPLES BANK FOR SAVINGS CHICAGO TITLE AND TRUST COMPANY

undersigned in pursuance of a Trust Agreement dated JANUARY 26, 1988, hereinafter referred to as the Mortgagee, does hereby Mortgage and warrant to 1090704 and known as trust number

CHICAGO TITLE AND TRUST COMPANY a corporation organized and existing under the laws of the STATE OF ILLINOIS not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the

THIS INDENTURE WITNESSETH: That the undersigned... NOTE RIDER ** OF ADDING THE ADJUSTABLE RATE (Corporate Trustee Form)

8805288 MORTGAGE Loan No. \$12.00

88058904

88065288

71-52-528 DF Miller

10/9/88

10/9/88

1700

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Mortgagee shall have waived such option to accelerate... Mortgagee shall release Mortgagee from all obligations under this mortgage and the note securing it.

Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagee from dealing with any successor in interest of the Mortgagee in the same manner as with the Mortgagee...

G That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof...

H That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument...

I In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken...

J All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property...

K That upon the commencement of any foreclosure proceeding hereunder, the record in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him...

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith...

M The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage...

N The right is hereby reserved by the Mortgagee to make partial release or release of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest...

O This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee...

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this

28th day of January, A.D., 1988

CHICAGO TITLE AND TRUST COMPANY

ATTEST: As Trustee as aforesaid and not personally

BY CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,

1988 FEB -9 PM 3:15 88058904 By Assistant Vice-President Assistant Secretary

STATE OF ILLINOIS, COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth...

"OFFICIAL SEAL" Sheila Davenport Notary Public, State of Illinois My Commission Expires 9/21/91

Given under my hand and Notarial Seal this FEB - 4 1988 day of Notary Public

THIS INSTRUMENT WAS PREPARED BY: KENNETH ALTMAN 1338 S. Milwaukee Avenue Libertyville, Illinois 60048

PERMANENT R. E. INDEX NO. 17-03-214-013-1017 ADDRESS OF PROPERTY: Condominium Unit 10-W 227 East Walton Street Chicago, Illinois 60611

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CONDOMINIUM RIDER

This CONDOMINIUM RIDER is made this 28th day of January, 1988, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to PEOPLES BANK FOR SAVINGS (herein "Lender") and covering the Property described in the security instrument and located at UNIT #10-W, 227 E WALTON STREET, CHICAGO, ILLINOIS 60611. The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as 227 EAST WALTON CONDOMINIUM (Name of Condominium Project).

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

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration by laws, code of regulations or other constituent document of the Condominium Project. B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property; (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied, and (iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower. C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project. D. Remedies. If Borrower breaches Borrower's covenants and agreements in, under, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider. This Condominium Rider is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority (CONTINUED ON REVERSE SIDE HEREOF)

CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee under Trust No. 1090404
BY: *[Signature]*
Assistant Vice President
ATTEST: *[Signature]*
Assistant Secretary

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conferred upon and vested in it as such Trustee (and said undersigned hereby warrants that it possesses full power and authority to execute this instrument) 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 undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises 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 guarantor, co-signer, surety, or endorser, if any.

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ADJUSTABLE RATE NOTE RIDER

Rider attached to and made a part of the mortgage dated January 28, 1988, made by CHICAGO TITLE AND TRUST COMPANY U/I/A DATED JANUARY 26, 1988 AND KNOWN AS TRUST NO. 1090404, TO PEOPLES BANK FOR SAVINGS.

This rider contains a provision allowing for changes in my interest rate. If my interest rate increases my monthly payments will be higher. If my interest rate decreases, my monthly payments will be lower.

1. INTEREST

Interest will be charged on that part of principal which has not been paid beginning on the date I receive principal and continuing until the full amount of principal has been paid.

2. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on April 1, 1988. I will make these payments until I have paid off of the principal and interest and any other charges described below that I may owe under the Note. My monthly payments will be applied to interest before principal. If on March 1, 2018, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make these payments at: 1338 S. Milwaukee Ave.
Libertyville, IL 60068
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payment

My initial monthly payments will be in the amount of \$462.88. This amount may change to reflect changes in the interest rate that I must pay. The note holder will determine my monthly payment in accordance with Section 3 of this Note Rider.

3. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate will pay may change on the first of April, 1989 and on that day of the month every 12 months thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) Beginning with the first Change Date, my interest rate will be based on an "Index". The Index is the weekly yield of United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of 45 days before each Change Date is called the "Current Index".

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(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding five percentage points (5.0%) to the Current Index. The sum will be my new interest rate.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay in full the principal I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

My interest rate cannot change more than +2.0% on any change date, nor can it change more than +6.0% over the life of the loan.

(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.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

- (i) the new interest rate on my loan as of the Change Date;
- (ii) the amount of my monthly payment following the Change Date;
- (iii) any additional matters which the Note Holder is required to disclose; and
- (iiii) the title and telephone number of a person who will answer any questions I may have regarding the notice.

SEE EXONERATION ON REVERSE SIDE HEREOF.

IN WITNESS WHEREOF, the undersigned, CHICAGO TITLE AND TRUST COMPANY

_____, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and the corporate seal to be hereunto affixed and attested by its Assistant Secretary this 28th day of January, A.D. 1988 pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation.

CHICAGO TITLE AND TRUST COMPANY
As Trustee as aforesaid and not personally

ATTEST:

By

Thomas Lynch
Assistant Secretary

By

[Signature]
Assistant Vice President

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This Adjustable Rate Note Rider is executed by the undersigned, 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 is payable only out of the property specifically described in said Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the undersigned or any person interested beneficially or otherwise in said property specifically described in said Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor, co-signer, surety or endorser hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any installment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the guarantor, co-signer, surety or endorser, if any, of the payment hereof, or both.

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