Notary Public

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1988 JUN -9 PH 2: 16

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\ W'\	THE ABOVE SPACE FOR RECORDERS HEE ONLY
THIS INDENTURE, made	June 1, 1988 , between Cafies Reams and
WHIS INDENTORE, made	Queen Esther Reams, his wife.
Chicago, Illinois, herein referred to as TRUSTEE THAT, WHEREAS the Mortgagors are justly in	GO TITLE AND TRUST COMPANY, an Illinois corporation doing business in E, witnesseth: idebted to the legal holders of the Instalment Note hereinafter described, said is Holders of the Note, in the principal sum of FORTY EIGHT THOUSAND
SIX HUNDRED FIFTY AND NO/100 (\$4	8,650.00) Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF DEARER Seaway National Bank of Chicago	
from c'al? on the of 10.25 per cent per annum in instalm	the Mortgagors promise to pay the said principal sum and interest balance of principal remaining from time to time unpaid at the rate tents (including principal and interest) as follows: FIVE HUNDRED THIRTY
	RED THIRTY FOUR & 62/100 (\$534.62) Dollars or more on
and interest, if not sooner price, shall be due account of the indebtedness evice ced by said remainder to principal; provided that the principal of 3 Year Treasure and all of said of said	reafter until said note is fully paid except that the final payment of principal e on the 2nd day of June, 2003. All such payments on note to be first applied to interest on the unpaid principal balance and the cipal of each instalment unless paid when due shall bear interest at the rate principal and interest being made payable at such banking house or trust Illinois, as the holders of the note may, from time to time, at ment, then at the office of Swaway National Bank of Chicago
in said City,	
Cook AND STATE OF ILLINOIS, to	
LOT 15 AND LOT 16 (EXCEPT THE SO FIELDS, BEING A SUBDIVISION OF T RANGE 14 EAST OF THE THIRD PRINC	OUTH 2 FIET 10 INCHES THEREOF) IN BLOCK 32 IN CHATHAM THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, CIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
Commonly Known As: 8236 South C Chicago, IL	Cottage Grove Perm. Tax I.D. No. 20-34-231-029 60619 20-34-231-040
"THE COVENANTS, CONDITIONS AND F LINITED TO THE ADJUSTABLE RATE F	PROVISIONS APPEARING (IN ALL RIDERS INCLUDING AND NOT RIDER HERETO ARE INCORPOLATED HEREIN".
	\$17.00
thereof for so long and during all such times as Mortge estate and not secondarily) and all apparatus, equip conditioning, water, light, power, refrigeration (whether foregoing), screens, window shades, storm doors and foregoing are declared to be a part of said real estate equipment or articles hereafter placed in the premises but the real estate.	sements, fixtures, and appurtenances thereto belon in g, and all rents, issues and profits agors may be entitled thereto (which are pledged prinarily "" on a parity with said real intent or articles now or hereafter therein or thereon used to supply heat, gas, air or single units or centrally controlled), and ventilation, including feithout restricting the windows, floor coverings, inador beds, awnings, stoves a, where heaters. All of the whether physically attached thereto or not, and it is agreed the all similar apparatus, by the mortgagors or their successors or assigns shall be considered v. constituting part of
TO HAVE AND TO HOLD the premises unto the trusts herein set forth, free from all rights and benefits said rights and benefits the Mortgagors do hereby express	
	ovenants, conditions and provisions appearing on page 2 (the reverse side of ence and are a part hereof and shall be binding on the mortgagors, their heirs,
WEENESS the hand and seal of l	Mortgagors the day and year first above written.  [SEAL] SEAL   SEAL
CAFTES REAMS	QUEEN ESTHER REAMS [SEAL]
STATE OF ILLINOIS, ) I,	Lawrence Need
1	ic in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  Leve Later Record Carlot Record, his
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foregoing instrument,	n to me to be the same person whose name subscribed to the appeared before me this day in person and acknowledged that
voluntary act, for the uses an	signed, sealed and delivered the said instrument as free and ad purposes therein set forth.
	and Notarial Seal this Represented the Property and I all 1907 19 19 19 19 19 19 19 19 19 19 19 19 19

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Assistant Secretary Assist<del>ant</del> CHICAGO TITLE AND TRUST COMPANY ldentification No. 724308

TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD. LENDER THE PROTECTION OF BOTH THE BORROWER AND FOR THE STATEMENT WOTE SECURED BY THIS INPORTANT!

milibile of the party interposing same in an action at law upon the note inclose the premises, or to inquire interposing same in an action at law upon the note inclosed set of its own to condition of the premises, or to inquire into the validity of the same of the note of the premises, or to inquire into the validity of the same of the note of the premises, or to inquire into the validity of the same of the note of the note of the control of the premises, or to inquire into the validity of the same of the note of the control of the same of the note of

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Rider attached and made a part of an TRUST DEED Dated JUNE 1, 1988 between, CAFIES REAMS AND QUEEN ESTHER REAMS, HIS WIFE, ("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 Marer 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 2nd day of July, 1988 and on the 2nd 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 arroal 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 Presmises 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

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 case 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 pasins 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, additins, 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 sich 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 dericad.

## 6. Business Purpose.

Mortgagor covenants that it has represented to the Mortgage 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. 724308

The Mortgagor will keep and maintian 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,

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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.

Morigagor 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 isserted 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 Instalment 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: Office Captes DEAMS

EX: Jullow Co Other & la

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# (3 or 5 Year Index — Payment Caps)

June lst and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure (the "Lender") of the same date (the Chicago and Interiors the Only of the Instrument and located at: [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 

payments set forth in the Note may change as follows:

## 1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

a. Chara Dates every [X 36th outh [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 in formation.

### c. Calculation of Changes

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 Charge 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 Eorrower 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 Kwo [ four | check only one box ] anniversaries of the new mor my 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 "Gradur et' 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

724308 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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Property of Cook County Clerk's Office

ВУ Stenting Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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monthly payment date in full on the maturity date in substantially equal peyments. If so, each month that the amount of the monthly payment is less than the interest portion, the Lender will subtract the amount of the interest portion and will add the difference to the unpaid principal. The Lender will also add interest on the amount of this difference to the unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 1c above.