



TRUST DEED

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THIS INDENTURE, made November 6, 1989, between Earl Barley, Sr. and Mary Barley, His wife

herein referred to as "Mortgagor," 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 installment Note hereinafter described, said legal holder or holders being herein referred to as holders of the Note, in the principal sum of Sixty Six Thousand and 00/100ths (\$66,000.00) Dollars;

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest of 9.50 per cent per annum in installments (including principal and interest) as follows: Six Hundred Eighty Nine Dollars & 12/100th (\$689.12) Dollars or more on the 7th day of December, 1989, and six hundred Eighty Nine Dollars & 12/100th (\$689.12) Dollars or more on the 7th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not come paid, shall be due on the 7th day of November, 2004. 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 installment unless paid when due shall bear interest at the rate of 12 percent per annum, 5/8th of 1 percent of said principal and interest being made payable at such banking house or trust company in Chicago

in writing appoint, and in absence or excusal appointment, then at the office of Seaway National Bank 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 AND STATE OF ILLINOIS, to wit: THE SOUTH 10 FEET OF LOT 112 AND ALL OF LOT 111 IN BRITIGAN'S STEWART RIDGE ADDITION, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT STREETS HERETOFORE DEDICATED) ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 1973 AS DOCUMENT NUMBER 8049657, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 12157 S. PERRY AVENUE Chicago, Illinois 60628 PER. TAX I.D. NO. 25-28-222-038-0000

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 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 in, on or about the premises used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) air conditioning, power, refrigeration, window shades, storm doors and windows, floor coverings, under beds, awnings, porches 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 so included as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Trustee, its successors and assigns, forever, for the purpose and upon 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.

Earl Barley, Sr. and Mary Barley, Sr. of Mortgagors the day and year first above written. Mary J. Barley

undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Earl Barley Sr. & Mary L. Barley, his wife

STATE OF ILLINOIS, County of COOK

Notary Public: Clora B. Miller, My Commission Expires 5/10/92

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

- Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements on the premises which may become damaged or be destroyed; (b) 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; (c) 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 note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 thereof, or redeem from any tax sale or forfeiture 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein. 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 default hereunder on the part of Mortgagors.
- 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 thereof.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- When the indebtedness hereof 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 sale 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, title insurance 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to 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.
- 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, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 of Mortgagors at the time of application for such receiver 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 and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual 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: (a) The indebtedness secured hereby, or by 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; (b) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 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.
- Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 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 an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee, and it has never placed its identification number on 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 by the persons herein designated as makers thereof.
- 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.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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

Identification No. 702110
CHICAGO TITLE AND TRUST COMPANY
By J. M. Boller Trustee
Assistant Secretary/Assistant Vice President

MAIL TO:

Seaway Mall, Ltd.
645 East 87th St.
Chicago, Ill 60619

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE:

BOX 993 - GG

PLACE IN RECORDER'S OFFICE BOX NUMBER

WAYNE OWENS

89531769

BY Mary J. Farley
 MARY FARLEY
Frank Farley Sr.
 FRANK FARLEY

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

All terms and conditions of the instrument, including those incorporated herein and executed simultaneously herewith are hereby incorporated

herein. In the event the Maker has executed and delivered this Note as of the day and year first above written, the Maker hereby certifies that the amount of the principal of the Note is as stated in the above recited instrument and that the Maker is not indebted to the Holder of the Note for any amount. In the event the Maker has executed and delivered this Note as of the day and year first above written, the Maker hereby certifies that the amount of the principal of the Note is as stated in the above recited instrument and that the Maker is not indebted to the Holder of the Note for any amount.

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

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

THIS ADJUSTABLE RATE RIDER is made this 6th day of November, 1989, 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, 645 E. 87th Street, Chicago, Illinois 60619 (the "Lender") and covering the property described in the Instrument and located at 12157 S. Perry Avenue, Chicago, Illinois 60628 (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 9.50%. 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 first day of November 7, 1989, and on that day every 36th 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 months (check only one box) 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 percentage points (2%) 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 elects the amount permitted by Section 2 below.

d. Effective Date of Changes ACCOUNT WITH NO EXCEED 14.50%: 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 due 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 (2) or four (4) (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 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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monthly payment date in full on the maturity date in substantially equal payments. 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 monthly payment from 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.

~~Amount of Unpaid Principal
XX of the
principal amount originally borrowed~~

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Earl Barley Sr.
Earl Barley, Sr. (Seal)
Borrower

Mary L. Barley
Mary L. Barley (Seal)
Borrower

Property of Cook County Clerk's Office

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