

NOTARIAL SEAL
 CARMEN M. ROYAL
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXPIRES APR 25, 1982

Given under my hand and Notarial Seal this _____ day of _____ 1982

October 27, 1982

19

Notary Public

STATE OF ILLINOIS
 County of Cook

Matthew J. Kutza, husband and wife
 Helen Kutza

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

TOGETHER with all improvements, easements, accretions, fixtures, and appurtenances thereon, be ongoing, and all rents, issues and profits thereon (for so long and during all such times as Mortgages may be entitled thereto (which are pledged primarily and as a party with said real estate and not secondarily) and all apparatus, equipment or fixtures now or hereafter attached thereto (which are pledged primarily and as a party with said real estate and not realty) (whether same units or centrally controlled) and ventilation, including (without restricting the generality of the foregoing) air conditioning, water, light, power, door and window, floor covering, radiator, stove and water heater. All of the foregoing shall be considered as constituting part of the real estate, whether physically attached thereto or not, and it is agreed that all such apparatus, equipment or fixtures, now or hereafter placed in the premises by the mortgagor 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 purpose and upon the uses and trusts herein set forth, free from all liens and encumbrances 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.

WE MAY Suspend YOUR RIGHT TO FUTURE CREDIT PAYMENTS IN THE EVENT THE PRIME RATE EXCEEDS THE RATE CAP. YOU ALSO UNDERSTAND THAT WE MAY Suspend YOUR RIGHT TO OBTAIN FUTURE ADVANCES EVEN IF YOU ARE IN DEFAULT UNDER THE AGREEMENT.

THE RATE MAY VARY DAILY WITH CHANGES IN THE PRIME RATE AND EACH DAY WITH CHANGES IN YOUR OUTSTANDING DAILY BALANCE PROVIDED, HOWEVER, THAT THE RATE WILL NEVER INCREASE ABOVE 19.50% DURING THE TERM OF THIS LOAN. THERE ARE NO LIMITATIONS ON THE AMOUNT WHICH THE RATE MAY DECREASE DURING THE TERM OF THIS AGREEMENT. THE EFFECT OF AN INCREASE IN THE RATE WILL BE THAT YOUR SCHEDULED MONTHLY PAYMENT (IF APPLICABLE) WILL ALSO INCREASE.

EVERY month thereafter until 1% of said principal and interest is paid in full, monthly beginning thirty (30) days from date of disbursement and on that day each and subject to change.

One (1.0) percentage point over the prime interest rate as published in the Money Rate section of the Wall Street Journal from time to time - said prime interest rate is subject to change.

See Exhibit "A" attached hereto: CITY OF ILLINOIS

Mid Town Bank and Trust Company of Chicago, 2021 N. Clark Street, Chicago, IL in said City, NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the said trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, 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 Illinois:

One hundred thousand and No/Hundredths (\$100,000.00) DOLLARS evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on demand with interest thereon from date of disbursement until maturity at the rate of _____ per cent per annum, and all of said principal and interest bearing interest after maturity at the rate of 19.50% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the office of _____ in said City.

THIS INDENTURE, made _____ October 27, 1982 between Matthew J. Kutza and Helen Kutza, husband and wife;

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as "Trustee", witnesses;

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of _____ DOLLARS

THE ABOVE SPACE FOR RECORDER'S USE ONLY

89537014

729782

15.00

TRUST DEED

THIS MORTGAGE IS A JUNIOR MORTGAGE

89537014

726654 VIA 218



19. In the event the Mortgagor sells, transfers or otherwise disposes of the premises or permits a lien (paramount or junior) to be placed on the premises, to secure a loan or other obligations, or in the event the Mortgagor permits a lien to attach to the premises, the holder of the Note shall have the

18. At the option of the holder of the Note and without notice to Mortgagor, Mortgagor's successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three (3) days either in the payment of any installments of principal and interest or in the event of the failure of Mortgagor or Mortgagor's successors or assigns to do any of the things specifically set forth in this Trust Deed or in the event Mortgagor, Mortgagors' beneficiaries, or any other obligor, or guarantor default under any other document given by any of them to secure the obligations hereby secured or under the loan commitment of Mid Town Bank and Trust Company of Chicago to Matthew J. Kutza and Helen E. Kutza dated October 27, 1989, and any and all modifications, revisions, or extensions thereto, the provisions of which are incorporated herein by reference.

17. To further secure the payment of said principal sum of money and interest thereon, Mortgagors agree to deposit with the holder of the Note each and every month commencing on the first payment date, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth (1/12) of the annual real estate taxes, special assessment levies and property insurance premiums (hereinafter referred to as "Funds"). Said Funds shall be held by the holder of the Note in accordance with the terms and provisions of this paragraph without any allowance of interest, and may be applied by said holder toward payment of taxes, special assessment levies and insurance premiums when due, but the holder of the Note shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the payment thereof, except upon presentation of such bills. Mortgagors agree to deposit within ten (10) days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes, assessments (general and special) and/or insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. Mortgagors acknowledge that the sums so deposited shall create a debtor-creditor relationship only and shall be considered to be held by the holder of the Note in trust and that the holder of the Note shall not be considered to have consented to act as Mortgagors' agent for the payment of such taxes, levies and premiums. In the event of a default in any of the provisions contained in this Trust Deed or in the Note secured hereby, the holder of the Note may, at their option, without being required to do so, apply any monies at the time of deposit on any of the Mortgagors' obligations herein or in the Note contained in such order and manner as the holder of the Note may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagors or to the then owner or owners of the mortgaged premises.

In addition to the covenants and agreements made in the Trust Deed, Mortgagor and the holder of the Note further covenant and agree as follows:

This Rider is made this October 27, 1989, and is incorporated into and shall be deemed to amend and supplement the Trust Deed dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Borrower's Note to the holder of the Note and covering the property described in the Trust Deed and located at 2144 West McLean Road, Chicago, Illinois. ("Premises").

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UNOFFICIAL COPY

right to declare immediately due and payable the principal sum secured hereby and all interest accrued thereon.

20. Notwithstanding anything in the Note or Trust Deed to the contrary, the death of all Mortgagors and/or all guarantors of the indebtedness herein mentioned shall be a default in the performance of any agreement of the Mortgagors hereunder and the holder of the Note shall be entitled to all rights and remedies given in the Trust Deed in the event of default in the performance of any agreement of the Mortgagors contained herein.

21. In the event that the holder of the Note shall, in good faith, deem itself insecure, the holder of the Note shall have the right to accelerate the instalments of principal and interest due hereunder.

22. At all times, regardless of whether any loan proceeds have been disbursed, this Trust Deed secures as part of the indebtedness hereby secured the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by the holder of the Note in accordance with the Note, this Trust Deed and the said Loan Commitment; provided, however, that in no event shall the total amount of the indebtedness hereby secured, including loan proceeds disbursed plus any additional charges, exceed 500% of the face amount of the Note.

23. This Trust Deed shall be construed under Illinois law. If any provisions hereof are invalid under Illinois law, such invalidity shall not affect the validity of the rest of the Trust Deed and Rider.

24. The premises subject hereto is subject to a lien of a Prior Mortgage filed with the Recorder of Deeds of Cook County, Illinois on 05/16/88 as document number 88216775 by Matthew J. Kutza and Kelen Kutza, Husband and wife, to secure a note in the amount of \$50,000.00. Any default under the Prior Mortgage shall be considered a default hereunder, which default shall, notwithstanding anything to the contrary contained herein or contained in the note which this trust deed secures, shall have the same grace period, if any, for curing default as set forth in Prior Mortgage. This Trust Deed is subordinate and junior to Prior Mortgage.

25. The interest rate stated herein may vary daily with changes in the prime rate and each day with changes in your outstanding daily balance provided, however, that the rate will never increase above 19.50% during the term of this loan. There are no limitations on the amount which the rate may decrease during the term of this agreement. The effect of an increase in the rate will be that your scheduled monthly payment (if applicable) will also increase. We may suspend your right to future credit privileges in the event the prime rate exceeds the rate cap. We may suspend your right to obtain future advances even if you are not in default under the agreement.


Matthew J. Kutza


Helen Kutza

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EXHIBIT "A"

LOT 47 IN BLOCK 7 IN SHERMAN'S ADDITION TO HOLSTEIN IN SECTION
31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2144 W. McLEAN, CHICAGO, ILLINOIS 60647

TAX I.D. NO.: 14-31-134-026-0000

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Property of Cook County Clerk's Office

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"AT TEST"

NOTICE OF THE DEPARTMENT OF REVENUE IS HEREBY GIVEN THAT THE
PROPERTY OF THE DEPARTMENT OF REVENUE IS HEREBY OFFERED FOR SALE
AND THE PROCEEDS THEREOF WILL BE USED TO PAY THE DEBTS OF THE
STATE OF ILLINOIS.

THE PROPERTY IS LOCATED AT CHICAGO, ILLINOIS.

DATE OF SALE: 11-11-1911

RECORDED

Property of Cook County Clerk's Office