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This instrument prepared by  
and should be returned to:  
*Doris Wilson Powell*  
The First National Bank of Chicago  
One First National Plaza  
Suite 0049  
Chicago, Illinois 60670-0049

[Space Above This Line for Recording Date]

**MORTGAGE**

*Box 305*

**\$17.00**

THIS MORTGAGE ("Security Instrument") is given on May 5th, 1989.  
The mortgagor is LaSalle National Bank, as Trustee #113099, dated 3/17/88 and not individually  
and Ethel Dawn Griffin.

This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA  
and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670

("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED FOUR THOUSAND  
Dollars (U.S. \$ 104,000.00). This debt is evidenced by Borrower's note dated the same date as this  
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and pay-  
able on July 1, 2019. This Security Instrument secures to Lender: (a) the repayment of the debt evi-  
denced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums,  
with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance  
of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does  
hereby mortgage, grant and convey to Lender the following described property located in \_\_\_\_\_  
County, Illinois:

THE NORTH 15 3/16 FEET OF LOT 39 AND THE SOUTH 6 43/96  
FEET OF LOT 40 IN BLOCK 1 IN TYLER'S SUBDIVISION OF THE  
SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF  
SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

89224907

which has the address of 3223 South Calumet Avenue, Chicago  
(Street) (City)  
Illinois 60616 ("Property Address");  
(Zip Code)

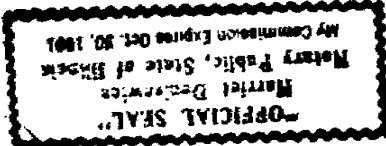
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
nances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a  
part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the fore-  
going is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any en-  
cumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

# UNOFFICIAL COPY

*Harriet Denisewitz*  
Notary Public



STATE OF ILLINOIS, Cook County ss:  
I, Harriet Denisewitz, a Notary Public in and for said County and state, do hereby certify that Joseph W. Lang, Vice President and Rita Sillm Weiler, Assistant Secretary respectively of La Salle National Bank

[Space Below This Line For Acknowledgment]

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (including any Borrower and recorded with it.  
La Salle National Bank, as Trustee under Trust Agreement No. 113099 dated March 17, 1988 is not personally liable for the performance of the obligations of the Trustee under this Security Instrument.  
The Mortgage agreement in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust No. 113099 in the exercise of the power (and said authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagee or grantor, or on said LA SALLE NATIONAL BANK personally to pay 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 hereby expressly waived by the mortgagee or Trustee under said Trust deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagee or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the grantor or guarantors, if any. Trustee does not warrant, indemnify, defend and title nor is it responsible for any environmental damage.

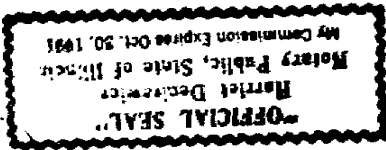
SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.  
SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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RIDER ATTACHED TO AND MADE A PART OF THE INSTRUMENT IS MORTGAGE DATED May 5th, 1989

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Notary Public  
*Harriet Dentsewicz*

STATE OF ILLINOIS, Cook County ss:  
I, Harriet Dentsewicz, a Notary Public in and for said county and state, do hereby certify that Joseph W. Lang, Vice President and Rita Slimm Welter, Assistant Secretary of La Salle National Bank, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth, appeared before me this day in person, and acknowledged that they subscribed to the foregoing instrument under my hand and official seal, this 8th day of May, 1989. My Commission expires: .....

[Space Below This Line For Acknowledgment]

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NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:  
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.  
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.  
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders) were a part of this Security Instrument. [Check applicable box(es)]  
 Adjustable rate rider  
 Condominium Rider  
 2-4 Family Rider  
 Addendum to Adjustable Rate Rider  
 Graduated Payment Rider  
 (Others) [specify]

By *[Signature]*  
Vice President  
Agreed *[Signature]*  
Assistant Secretary  
witnessed by *[Signature]*  
Assistant Secretary

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

89224907

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

89224907

1989 MAY 18 PM 2 26

89224907

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7205971 DB  
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(Space Above This Line for Recording Data)

This instrument prepared by  
and should be returned to:  
*Doris Wilson Powell*  
The First National Bank of Chicago  
One First National Plaza  
Suite 0049  
Chicago, Illinois 60670-0049

**MORTGAGE**

*Box 305*

**\$17.00**

THIS MORTGAGE ("Security Instrument") is given on May 5th, 1989.  
The mortgagor is LaSalle National Bank, as Trustee #113099, dated 3/17/88, and not individually  
and Ethel Dawn Griffin.

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which is organized and existing under the laws of THE UNITED STATES OF AMERICA  
and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670  
("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED FOUR THOUSAND

Dollars (U.S. \$ 104,000.00). This debt is evidenced by Borrower's note dated the same date as this  
Security Instrument ("Note") which provides for monthly payments, with the full debt, if not paid earlier, due and pay-  
able on July 1, 2019. This Security Instrument secures to Lender: (a) the repayment of the debt evi-  
denced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums,  
with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance  
of Borrower's covenants and agreement under this Security Instrument and the Note. For this purpose, Borrower does  
hereby mortgage, grant and convey to Lender the following described property located in \_\_\_\_\_  
County, Illinois:

THE NORTH 15 5/16 FEET OF LOT 39 AND THE SOUTH 6 43/96  
FEET OF LOT 40 BLOCK 1 IN TYLER'S SUBDIVISION OF THE  
SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF  
SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

89224907

which has the address of 3223 South Calumet Avenue Chicago  
(Street) (City)  
Illinois 60616 ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
nances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a  
part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the fore-  
going is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any en-  
cumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

PIN 17341120380000

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ADJUSTABLE RATE RIDER TO MORTGAGE

This ADJUSTABLE RATE RIDER TO MORTGAGE is made this 5th day of May, 1989 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to The First National Bank of Chicago ("Lender") of the same date and covering the property described in the Mortgage and located at:

3223 South Calumet Avenue, Chicago, Illinois (Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT

The Note provides for an initial interest rate of 9.00% and a first Change Date of January 1, 1989. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) General

The interest rate I pay will change based on movements of the Index (described in Section 4(C)) and rate change limitations (described in Section 4(E)).

(B) Change Dates

The interest rate I may pay change on the first Change Date and every 6 months following the first Change Date. Each day on which my interest rate could change is called a "Change Date". Since interest is collected in arrears, the amount of my monthly payment may change on the first day of the month following each Change Date.

(C) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. Although the Index value on the first Change Date cannot be predicted, the Index value for the month of April, 1989 was 9.22%. The "Index" is the monthly average yield, expressed as a percent per annum, for six month certificates of deposit (CDs) traded in the secondary market, as published in the Federal Reserve's statistical release H-15 and the Federal Reserve Bulletin and as available from the Lender and the Federal Reserve Bank of Chicago. The new rate for each six month period will be based on the most recent Index available at the end of the month preceding the Change Date. If the Index is no longer available, the Note Holder will choose a new Index and will give the notice of this choice.

(D) Calculation of Changes

Before each Change Date, the Note Holder will calculate a new interest rate by adding 2.6 percentage points to the Index. The Note Holder will then apply the limits in Section 4(E). The result will be my new interest rate until the next Change Date. With each interest rate change, the Note Holder will determine the new amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. I will be notified of each change in my interest rate and loan payment in accordance with Section 4(G).

(E) Limits on Interest Rate Changes

On the first Change Date, the interest rate will not increase or decrease from the initial rate set forth in Section 2 by more than 2 percentage points. On any Change Date after the first Change Date, the interest rate will not increase or decrease from the rate in effect by more than one (1) percentage point or by less than one-tenth of one (0.10) percentage point.

(F) 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 on the first monthly payment date after each Change Date until the amount of my monthly payment changes again.

(G) Notice of Changes

The Note Holder will mail me a notice of any rate change at least 25 days but no more than 120 days before there is a change in my monthly payment. This notice will include all information required by law. By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agrees to all the terms hereof.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

Ethel Dawn Griffin  
Borrower  
[Seal]

Agreement dated March 17, 1988, and known as Trust No. 113099 & not personally,  
Borrower

By  
VICE PRESIDENT  
Borrower  
[Seal]

Assistant Secretary  
Borrower  
[Seal]

89224907  
TO BE FILED IN CONNECTION WITH A PART THEREOF

STATE OF ILLINOIS, Cook County ss:

I, The undersigned, a Notary Public in and for said county do hereby certify that Dawn Griffin

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

89224907

Given under my hand and official seal, this 5th day of May, 1989.

My Commission expires:

4-18-90

[Signature] Notary Public

Property County Clerk's Office

Property

RIDER ATTACHED TO AND MADE A PART OF THE ~~ADJUSTABLE RATE RIDER TO~~ MORTGAGE  
DATED May 5th, 1989 UNDER TRUST NO. 113099

Adjustable Rate Rider to

This ~~Mortgage Trust Deed~~ in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust No. 113099 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay 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 hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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Office

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Property of Cook County Clerk's Office