



UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... THE INSTRUMENT HEREIN MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED

DAY OF APRIL 13th 1989

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS... act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein

STATE OF ILLINOIS... COUNTY OF COOK... JOANN M. TRIPPI... By [Signature] VICE PRESIDENT, TRUST OFFICER

THIS TRUST DEED executed by BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power... IN WITNESS WHEREOF BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President

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OFFICIAL SEAL... My Commission Expires 8/3/92

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expressly is made a part hereof.

as Trustee under Trust No. 10613 dated 5/6/89 between Itasca Bank & Trust Company

This rider attached to Trust Deed dated 4/13/89... In whose favor the order or decree is entered, the amount of his bid therefor... conveying the premises, showing the amount paid therefor, and if purchased by a person... is authorized immediately to execute and deliver to the purchaser at such sale, a deed... chancery or other officer making such sale, or his successor in office, shall be and... decree of foreclosure of this mortgage, upon confirmation of such sale, the master in... and assigns, and for all it may legally bind, agrees that when sale is had under any... after the date of the execution of this mortgage; the mortgagor, for itself its successors... and every person it may legally bind acquiring any interest in or title to the premises... any order or decree of foreclosure of this mortgage on behalf of mortgagor and each... Mortgagor does hereby expressly waive any and all rights of redemption from sale under... In the event of the commencement of judicial proceedings to foreclose this mortgage,

In the event the mortgagor fails to make a payment of any installment of principal and interest as agreed, and such default continues for 11 days, the holder reserves the right in such event to assess a charge of 5% of the principal and interest amount of such delinquency payment as a "LATE CHARGE" the foregoing right being in addition to all other rights and remedies granted to the holder hereof.

AT MATURITY, YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THIS LOAN MATURES AND IS PAYABLE IN FULL AT THE END OF 3 YEARS, UNLESS EXTENDED FOR TWO ADDITIONAL TERMS OF 3 YEARS WITH PAYMENTS BASED ON THE ORIGINAL OR OTHER THE SAME RATE. IF THE RATE IS TO BE INCREASED, IT MAY BE ADJUSTED ONLY TO A LEVEL THAT IS 4% HIGHER THAN THE EFFECTIVE OR FIELD RATE THEN APPLICABLE TO U.S. GOVERNMENT BONDS MATURING IN APPROXIMATELY 3 YEARS, FROM SUCH EXTENSION DATE. PROVIDED HOWEVER IN NO EVENT SHALL THE INTEREST RATE BE INCREASED BY MORE THAN 4% AT EACH MATURITY. THE BANK IS UNDER NO OBLIGATION TO REINVEST THE LOAN AT ULTIMATE MATURITY. A RENEGOTIATION FEE OF (One) 1% OF THE CURRENT LOAN BALANCE WILL BE DUE AND PAYABLE TO THE BANK IN THE EVENT THE MORTGAGORS ELECT TO EXTEND THE LOAN BEYOND ITS ORIGINAL MATURITY.

The undersigned reserve the right to prepay this note in whole or in part any time, but the mortgagee may require payment of not more than six (6) months advance interest on that part of the aggregate amount of all prepayments on the note in one year, which exceeds twenty per cent (20%) of the original principal amount of the loan. (The above penalty is only levied in the case of a refinancing at another institution.) It is expressly agreed and understood by and between the parties hereto that in the event of the sale of the property, execution of Articles of Agreement, transfer of title or change in the beneficial ownership to the aforementioned described real estate, without the prior written approval from the holder of the note secured by this instrument, then at the option of the holder of the note, the entire unpaid balance due on or under this instrument, together with accrued interest thereon, shall immediately become due and payable in full without notice to anyone.

The undersigned mortgagor covenants and agrees to pay to the mortgagee or bearer hereof, on each principal and interest installment payment date, until the indebtedness secured by the mortgage is fully paid, an additional sum equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises and one-twelfth (1/12th) of the annual premium for insurance carried in connection with same premises; all as estimated by the mortgagee or bearer, the mortgagor, concurrently with the disbursement of the loan, will also deposit with mortgagee or bearer an amount based upon the taxes and assessments as ascertainable or so estimated by the mortgagee, for taxes and assessments on said premises, on an accrued basis, for the period from January 1, succeeding the year for which all taxes and assessments have been paid to and including the date of the first deposit in this paragraph hereinabove mentioned. Such tax and insurance deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments and renewal of such insurance policies, on said premises next due and payable when they become due. If the funds so paid and deposited are insufficient to pay for such purposes, the mortgagor shall within ten (10) days after receipt of demand therefore pay and deposit such additional funds as may be necessary to pay such taxes, assessments and insurance premiums in full. It shall not be obligatory upon the mortgagee or bearer to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as relieving the mortgagee or bearer to advance other moneys for said purposes nor shall the bearer incur any personal liability for anything it may do or omit to do hereunder.

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IN SENATE  
January 11, 1900

REPORT  
OF THE  
COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
MAY 18, 1899

ALBANY:  
J. B. LEECH, PRINTERS,  
1899

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