

UNOFFICIAL COPY

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

A.D. 19 89

GIVEN under my hand and Notarial Seal, this 24th day of July

I, the undersigned a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, THAT Barbara J. Kang, Vice President of Melrose Park Bank and Trust and Sandra M. Wallick, Assistant Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth.

STATE OF ILLINOIS COUNTY OF COOK

Executed and delivered by the MELROSE PARK BANK AND TRUST, not by its individual capacity, but solely in the capacity herein described by the period of signing the herein described property, and which is set forth in the personal liability or responsibility is assumed by the undersigned, if any, and if any, it is hereby waived and released by all other parties herein, through or under them.

By: [Signature] Vice President Melrose Park Bank and Trust As Trustee as aforesaid and not personally

Melrose Park National Bank Now known As a Corporation of the State of Illinois and existing under the provisions of a Deed or Deeds in Trust duly affixed and attested by its Vice President, and its Corporate Seal to be to by signed by its Vice President, and its Corporate Seal to be A.D. 19 89 July Assistant Secretary, this 20th

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.

- 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 recidation 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 rider(s) were a part of this Security Instrument. [Check applicable box(es)]
[] Adjustable Rate Rider
[] Condominium Rider
[] 2-4 Family Rider
[] Graduated Payment Rider
[] Planned Unit Development Rider
[] Other(s) [specify] Line of Credit Rider

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ORDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED July 20th, 1989 UNDER TRUST NO. 24-700418-00

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust No. 24-700418-00 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 owners or owners of any indebtedness accruing hereunder shall look solely to the promises hereby mortgaged or conveyed for the payment thereof, but 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 mortgagor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

SEE OTHER ATTACHED HERETO AND MADE A PAGE HEREOF

as such Vice President and Asst Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth, and the said Asst Secretary then and there acknowledged that she as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 26th day of July, A.D. 19 89

OFFICIAL SEAL Harriet Denisewicz Notary Public, State of Illinois My commission expires Commission Expires Oct. 30, 1991

Handwritten signature of Harriet Denisewicz

In Witness Whereof Melrose Park Bank and Trust Company, as Melrose a Corporation organized and existing under the laws of the State of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated May 14, 1979 and known as Trust Number 2825 has caused these presents to be signed by its Vice President, and its Corporate Seal to be hereunto affixed and attested by its Vice Secretary, this 20th day of July, A.D. 19 89.

Melrose Park Bank and Trust Company As Trustee as aforesaid and not personally By: Handwritten signature of Vice President

Attest: Handwritten signature of Secretary

STATE OF ILLINOIS COUNTY OF COOK

I, the undersigned a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, THAT Barbara J. Karg Vice President of Melrose Park Bank and Trust Company and Sandra M. Wallick, Asst Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Asst Secretary then and there acknowledged that she as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 24th day of July, A.D. 19 89

Handwritten signature of Notary Public

My commission expires 4/29/90

Provided not delivered by the Melrose Park Bank and Trust, act in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and subject to the express condition, anything herein to the contrary notwithstanding, that no personal liability or responsibility is assumed by the MELROSE PARK BANK AND TRUST, by virtue hereof, as such personal liability, if any being expressly waived and released by all other parties hereto and their claiming jobs through or under them.

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Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY CLERK'S OFFICE
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08/13/03 BY 60322 UCBAW/STP/STP

20080813

For full text of this document, see the 1998-99 FINANCIAL STATEMENTS AND TRUST AGREEMENT, as set forth in the Schedule of Assets and Liabilities attached hereto. This document is not intended to constitute an offer of insurance or any other financial product. It is intended solely for the purpose of providing information to the policyholder. The policyholder should consult with their insurance broker for more information regarding this document. The policyholder should also consult with their attorney for more information regarding this document.

SEE OTHER ATTACHED

Association

My commission expires 4/29/90
UNOFFICIAL COPY
A.D. 19 89 July 25
GIVEN under my hand and Notarial Seal, this 24th day of July, 1989
for the uses and purposes therein set forth.
said corporation, did affix said seal to said instrument as Vice President and Secretary then and there acknowledged that this an condition of the corporate seal of
the day in person and acknowledged that they signed and delivered the said instrument as
known to me to be the same persons whose names are subscribed to the foregoing instrument
Vice President and Secretary, respectively, appeared before me
and
State attested by MYRA GENTY, THAT
the undersigned
COUNTY OF COOK
STATE OF ILLINOIS

89348157

Secretary
Attorney
Vice President
As Trustee an attorney and not personally
Holtz Park Bank and Trust Company

In witness whereof, I, Notary Public, do hereby certify that the provisions of a Trust Agreement dated May 23, 1961, and known as Trust Number 200418, and its Corporate Seal to be presented to by signed by its Vice President, and its Corporate Seal to be hereunto affixed and attested by its Vice Secretary, this 20th day of July, 1989.
Holtz Park National Bank and Trust Company, a corporation organized and existing under the laws of the State of Illinois
Holtz Park National Bank and Trust Company, a corporation organized and existing under the laws of the State of Illinois
not personally but as Trustee under the provisions of a Trust Agreement dated May 23, 1961, and known as Trust Number 200418, and its Corporate Seal to be presented to by signed by its Vice President, and its Corporate Seal to be hereunto affixed and attested by its Vice Secretary, this 20th day of July, 1989.

OFFICIAL SEAL
Notary Public, State of Illinois
My commission expires Oct. 30, 1991
GIVEN under my hand and Notarial Seal, this 26th day of July, 1989.
for the uses and purposes therein set forth.
said corporation, did affix said seal to said instrument as Vice President and Secretary then and there acknowledged that this an condition of the corporate seal of
the day in person and acknowledged that they signed and delivered the said instrument as
known to me to be the same persons whose names are subscribed to the foregoing instrument
Vice President and Secretary, respectively, appeared before me
and
State attested by MYRA GENTY, THAT
the undersigned
COUNTY OF COOK
STATE OF ILLINOIS

Secretary
Attorney
Vice President
As Successor Trustee
La Salle National Bank, a Successor Trustee
SEE OTHER ATTACHED INSTRUMENT AND INSTRUMENT NUMBER 200418

In witness whereof, I, Notary Public, do hereby certify that the provisions of a Trust Agreement dated May 23, 1961, and known as Trust Number 200418, and its Corporate Seal to be presented to by signed by its Vice President, and its Corporate Seal to be hereunto affixed and attested by its Vice Secretary, this 20th day of July, 1989.
La Salle National Bank and Trust Company, a corporation organized and existing under the laws of the State of Illinois
La Salle National Bank and Trust Company, a corporation organized and existing under the laws of the State of Illinois
not personally but as Trustee under the provisions of a Trust Agreement dated May 23, 1961, and known as Trust Number 200418, and its Corporate Seal to be presented to by signed by its Vice President, and its Corporate Seal to be hereunto affixed and attested by its Vice Secretary, this 20th day of July, 1989.

to LaSalle Bank Lake View, formerly known as Lake View Trust & Savings Bank Successor Trustee to National Banking Association

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2025/03/03

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
110 SOUTH WASHINGTON STREET
CHICAGO, ILLINOIS 60602
TEL: 312.603.3000
WWW.COOKCOUNTYCLERK.COM

2025/03/03

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Note Holder may do either of these things by giving me written notice of its election to do so. To be effective, the notice must be given within three (3) business days before or after either the fifth anniversary of my signing this Note or any subsequent anniversary date up until the tenth anniversary date. The notice must be sent registered or certified mail, addressed to me at the Property's address (or such other address as I have given Note Holder). The notice will be deemed to have been given on the date it is deposited in the mail regardless of when I actually receive it.

If Note Holder gives me such a notice my right to any future advances under my line of credit will expire as of 12:01 a.m. Central time, on the eleventh (11th) calendar day after the notice is given. For example, if the notice is given on May 15, my right to future advances will expire at 12:01 a.m. on May 26. If the notice specifies that Note Holder is terminating my line, rather than merely freezing it, I will be obligated to repay my outstanding principal balance, and all accrued interest and other charges imposed on my credit line, no later than one hundred and twenty (120) calendar days after the notice is given. If the notice specifies that Note Holder is freezing my line, rather than terminating it, I am not obligated to repay my outstanding principal balance until the Due Date, provided, however, that Note Holder will still have the right in accordance with and at the time specified in this Note, to give me a subsequent notice terminating it entirely, thus advancing the date principal repayment is due.

EVENTS OF DEFAULT

In addition to the Event of Default caused by the sale or transfer of all or any part of the Property, or any interest therein, which event is specifically covered in paragraph 7 of the mortgage, set forth below is a list of events which will constitute Events of Default. The events are: (A) Borrower fails to make any payment; (B) Borrower fails to comply with the terms of the Note or this Mortgage which secures the Note; (C) any application or statement furnished by the Borrower is found to be materially false; (D) the Borrower dies; (E) the Note Holder reasonably believes that the Property held as collateral has declined substantially in value; (F) the Borrower changes his or her marital status and transfers his or her interest in the Property securing the Note to someone who either is not a signor of all Credit Documents or is a signor of the Credit Documents if such transfer, in the Note Holder's reasonable judgment materially impairs the security for the Note; (G) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against the Borrower and not dismissed within sixty (60) calendar days under any provisions of any state or federal bankruptcy law in effect at the time of filing; (H) the Borrower makes an assignment for the benefit of his or her creditors, becomes insolvent or becomes unable to meet his or her obligations generally as they become due; (I) the Borrower further encumbers the Property or suffers a lien of or encumbrance to be filed against the Property, which lien or encumbrance in Lender's reasonable judgment jeopardizes Lender's security for the line of credit described in the Note and Agreement; (J) Borrower defaults under any credit instrument or deed of trust evidencing or securing a loan to Borrower which loan has priority in right of payment over the line of credit described in the Credit Documents or whose lien has or appears to have any priority over the lien hereof or any other creditor of Borrower attempts to (or actually does) seize or obtain a writ of attachment against the Property; (K) Borrower fails to furnish personal financial information upon request of the Note Holder from time to time.

Upon default, the Note Holder at its option may refuse to allow additional borrowings and declare all amounts owing to the Note Holder to be immediately due and payable.

All of the terms, conditions and provisions of the Agreement and Note are by these references incorporated herein as if set forth in full. Any Event of Default under the Note or the Agreement shall constitute an Event of Default hereunder, without further notice to Borrower.

Time is of the essence in this Mortgage and the Note and Agreement.

In witness whereof Melrose Park National Bank Now Known As Melrose Park Bank & Trust Company a Corporation organized existing under the laws of Illinois State of Illinois not personally as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated October 15, 1973 known as Trust Number 1370 have caused these presents to be signed by its Vice-President, and its Corporate Seal to be hereunto affixed and attested by its Secretary, this 20th day of July, 1989.

Melrose Park Bank and Trust Company
As Trustee as aforesaid and not personally
By [Signature]
Vice President

[Signature]
Assistant Secretary

03310123

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Excluded and delivered by the undersigned which shall have effect, but in its individual capacity, but only in the capacity herein described for the purpose of holding the herein described property, and subject to the express condition, covenants herein to the contrary notwithstanding, that no personal liability or responsibility is assumed by the MELROSE PARK BANK AND TRUST, its officers, directors, agents, employees, or those claiming capacity, and released by all other parties hereto, and those claiming by, through or under them.

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LINE OF CREDIT RIDER

This Rider is made this 20th day of July, 19 89, and is incorporated into and should be deemed to amend and supplement the Mortgage (the Security Instrument) of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to First Federal Savings and Loan Association of Westchester (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1534,1536,1538 Broadway Malrose Park, Ill. 60160.

In addition to covenants and agreements in the Security Instrument, Borrower and Lender further agree as follows:

Any provision of said Mortgage or other such instruments executed in connection with said indebtedness which are inconsistent with the provisions of this Rider, including but not limited to the interest rate, monthly payment, notice to Borrower and prepayment are hereby amended or negated to the extent necessary to conform such instruments to the provisions of this Rider.

This Mortgage is to Secure to Lender on consolidation of the repayment of the Revolving Line of Credit indebtedness evidenced by a Line of Credit Agreement and Disclosure Statement (Agreement) of even date herewith and by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$ 52,000.00 or so much thereof as may be advanced and outstanding with interest thereon, providing for monthly installments of interest with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable Ten (10) years from the date hereof; the payment of all other sums, with interest hereon advanced in accordance herewith to protect the security of this Mortgage; any future advances must have the same priority of the original loan amount; and the performance of the covenants and agreements of Borrower contained herein and in the Agreement and the Note. The Agreement, Note and this Mortgage are collectively referred to as the "Credit Documents". The Credit Documents contemplate, and this Mortgage permits and secures future advances.

Borrower acknowledges that the Note calls for a Variable Interest Rate, and that the Lender may, prior to the expiration of the term of the Note cancel future advances thereunder and/or require repayment of the outstanding balance under the Note. In this regard, the Note provisions set forth verbatim below relate to the variable interest rate and the Lender's option to require repayment prior to expiration of the term of the Note or to cancel future advances for reasons other than default by the Borrower.

The first three paragraphs of paragraph 3 of the Note entitled "Interest (Variable Rate)" provide as follows:

The annual interest rate applied to the outstanding principal balance on this Note is calculated daily and is equal to the Prime Rate plus one (1) percentage point. The Prime Rate is defined as the Prime Rate as reported in the Money Rate section of The Wall Street Journal. In the event that The Wall Street Journal stops reporting the Prime Rate, the Lender will select a comparable index as a substitute for the Prime Rate and notify you of the change. If The Wall Street Journal reports two different Prime Rates, the Lender will select the higher of the two Prime Rates as the Prime Rate in determining the annual interest rate. The interest is payable monthly and is due by the 20th day after the statement day. The interest is determined for each monthly billing period by applying a daily periodic rate to each day's ending loan balance. The daily periodic rate may change from month to month; it is set at the beginning of each monthly billing period. The daily periodic rate is 1/365th of the annual interest rate applicable to that monthly billing period (carried to five decimal places).

There is no maximum limit on increases in the annual interest rate, and decreases in the annual interest rate are mandatory as the Prime Rate declines. Conversely if the Prime Rate increases so will the annual interest rate and that may increase the monthly interest payment. The annual interest rate will decrease if the Prime Rate decreases and that may reduce the monthly interest payment.

For the monthly billing period which began on July 1, 1989, the daily periodic rate was .032876 % (which corresponds to an annual interest rate of 12 %). The daily loan balance shall be computed by taking the principal balance of all Borrowings at the beginning of each day, adding any Borrowings posted to the Account that day and subtracting any principal payments posted to the Account as of that date. The interest begins to accrue on the date that a Borrowing is posted to the Account.

Paragraph 6 of the Note entitled "Call Option" provides in its entirety as follows:

"Without cause, Note Holder can either (a) cancel my right to any future advances under my line of credit without requiring prompt repayment of my outstanding principal balance (that is, "freeze" the line), or (b) cancel my right to any future advances and also require prompt repayments of my outstanding principal balance plus accrued interest and other charges imposed on my credit line (that is, "terminate" the line).

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
 DATE 08-11-2010 BY 60322 UCBAW/STP/STP

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RIDER ATTACHED TO AND MADE A PART OF THE ~~TRUST DEED OR MORTGAGE~~ ^{Line of Credit Rider} ATTACHED TO
DATED July 20th, 1989 UNDER TRUST NO. 24-700418-00

Line of Credit Rider attached to

This ~~Mortgage or Trust Deed~~ in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust No. 24-700418-00 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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ALL OTHER ATTACHED HERETO AND MADE A PART HEREOF

Executed and delivered by the MOLROSE PARK BANK AND TRUST, not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and subject to the terms and conditions herein, to the contrary notwithstanding, AND (1989) by whomsoever, all such personal liability, if any, expressly waived and released by all other parties herein, and shall be binding and enforceable by all other parties herein, and shall be binding and enforceable by all other parties herein.

personally but as Trustee under the provisions of a Deed or Deeds in Trust duly and delivered to the undersigned in pursuance of a Trust Agreement dated May 16, 1979 and known as Trust Number 2825 has caused these to be signed by its President, and its Corporate Seal to be affixed and attested by its Vice President Secretary, this 20th July A.D. 19 89.

Molrose Park Bank and Trust Company
As Trustee as aforesaid and act personally

By: [Signature]
Vice President

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Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE
110 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

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Executed and delivered by the MELLORSE PARK BANK AND TRUST, not in its individual capacity, but solely in the capacity herein described for the purpose of holding the herein described property, and subject to the terms and conditions, stipulations, herein to the contrary notwithstanding, the personal liability or responsibility is assumed by the MELLORSE PARK BANK AND TRUST, by virtue hereof, all such personal liability, if any, shall be properly placed and released by all other parties herein, and shall not be binding or enforceable against them.

AB8

SHE SUPER ATTORNEY

By: [Signature]
Vice President
Melrose Park Bank and Trust Company
As Trustee as aforesaid and not personally

In Witness Whereof Melrose Park Bank and Trust Company, a Corporation organized and existing under the laws of the State of Illinois, has caused these to be signed by its President, and its Corporate Seal to be affixed and attested by its Vice Secretary, this 20th day of July A.D. 19 89.

AB8

[Signature]
Secretary

Attest:

By: [Signature]
Vice President
La Salle National Bank, as successor
As Trustee as aforesaid and not personally

In Witness Whereof LaSalle National Bank as Successor Trustee to National Banking Assoc. of America, Illinois, organized and existing under the laws of the State of Illinois, has caused these to be signed by its Vice President, and its Corporate Seal to be affixed and attested by its Assistant Secretary, this 20th day of July A.D. 19 89.

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