



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 6 19 89, between Ernest Bush, Jr. a bachelor

herein referred to as "Mortgagors," 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Seventy one thousand four hundred and no/100 (\$71,400.00)

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Seaway National Bank of Chicago.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from Date on the balance of principal remaining from time to time unpaid at the rate of 11.00 per cent per annum in instalments (including principal and interest) as follows: Eight hundred eleven dollars and 52/100 (\$811.53)

Dollars or more on the 6th day of August 1989, and Eight hundred eleven dollars and 52/100 Dollars or more on the 6th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 6th day of July, 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 instalment unless paid when due shall bear interest at the rate of 3 year treasury plus 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 Seaway National Bank in said City.

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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The covenants, conditions and provisions appearing on all Riders including and not limited to the adjustable Rate Riders are incorporated herein and made a part hereto.

This document prepared by Lorette Yamini, Assistant Vice President

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COOK COUNTY RECORDER

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 therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves 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 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 purposes, 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.

Ernest Bush, Jr. [SEAL]

STATE OF ILLINOIS,)
) SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of) THAT Ernest Bush, Jr.

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said Instrument as free and

OFFICE of Notary Public for the uses and purposes therein set forth.
WAYNE A. OWENS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/5/92

Notarial Seal

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

THIS ADJUSTABLE RATE RIDER is made this 6th day of July, 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 Note and Adjustable Rate Addendum to Note to Seaway National Bank of Chicago (the "Lender") of the same date (the "Note") and covering the property described in the Instrument and located at: [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 11%. 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 6th day of August, 1992, and on that day every 36th 60th [check only one box] 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 5 [check only one box] years, 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 FOUR percentage points (4.0%) 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 chooses the amount permitted by Section 2 below.

d. Effective Date of Changes

THE INTEREST RATE ON YOUR ACCOUNT WILL NOT EXCEED 16.00%
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 date after the Change Date until the amount of the monthly payment changes again. 15.50%
WEL

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 four [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 in 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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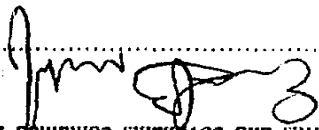
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.....
(Seal)
-Borrower

.....
(Seal)
-Borrower



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

~~The unpaid principal amount of this loan shall be determined by the following formula:~~
.....

b. Limit on Unpaid Principal
be the rate required by Section 1c above.
the amount of this difference to the unpaid principal each month. The interest rate on the interest added to principal will
the amount of he interest portion and will add the difference to the unpaid principal. The Lender will also add interest on
the monthly payment is less than the interest portion, the Lender will subtract the amount of the monthly payment from
monthly payment date in full on the maturity date in substantially equal payments. If so, each month that the amount of

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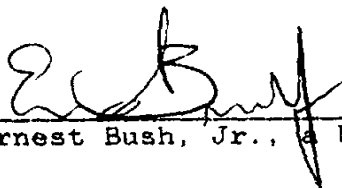
Rider attached and made a part of a Trust Deed dated July 6, 1989 between ERNEST BUSH, JR., A BACHELOR, ("Maker"), and SEAWAY NATIONAL BANK OF CHICAGO, a National Banking Corporation ("Holder of the Note").

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

2. Along with and in addition to each monthly payment of principal and interest due hereunder, the Maker covenants and agrees to deposit with the Holder or Holders of the Note, on the 6th day of August 1989, and on the 25th day of each month thereafter until this Note is fully paid, a sum equal to 1/12th of the last total annual general real estate taxes ("taxes") for the last ascertainable year on the premises described in the Trust Deed securing this Note and 1/12th of the annual insurance premiums for insurance policies required pursuant to the Trust Deed securing this Note. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and insurance policy premiums on said premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes and insurance premiums for any year when the same shall become due and payable, the undersigned shall within ten (10) days after receipt of demand therefore, deposit such additional funds as may be necessary to pay demand therefore, deposit such additional funds as may be necessary to pay such taxes and insurance premiums in full. If the fund so deposited exceed the amount required to pay such taxes and insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits.

3. All terms and conditions of the Installment Note securing this Trust Deed and executed simultaneously herewith are hereby incorporated herein.

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

By: 
Ernest Bush, Jr., a bachelor

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Clerk's Office

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LEGAL DESCRIPTION

LOT 13 IN SUBDIVISION OF SOUTH 250 FEET OF THE EAST 1/2 OF LOT 4
IN BLOCK 1 IN DYER AND DAVISON'S SUBDIVISION OF THE SOUTHEAST 1/4
OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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