

# UNOFFICIAL COPY 90412594



## TRUST DEED

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DEPT-01 RECORDING

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made  
Religious Corporation

August 14

1990, between Des Plaines Bible Church, a

1st National Bank of Des Plaines  
herein referred to as "Mortgagors," and ~~CHICAGO AND NORTH WESTERN RAILROAD 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 (\$ 88,000.00)

Eighty Eight and no/100 Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF  
~~DEARBERX~~ The First National Bank of Des Plaines

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 14, 1990 on the balance of principal remaining from time to time unpaid at the rate of 9.25% \* percent per annum in instalments (including principal and interest) as follows:

Dollars or more on the \_\_\_\_\_ day  
of \_\_\_\_\_ 19\_\_\_\_\_, and \_\_\_\_\_ Dollars or more on  
the \_\_\_\_\_ day of each \_\_\_\_\_ 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 1st day of September, 2020. 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 \_\_\_\_\_ per annum, and all of said principal and interest being made payable at such banking house or trust company in Des Plaines 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 The First National Bank of Des Plaines 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 Des Plaines COUNTY, OF Cook AND STATE OF ILLINOIS, to wit:

Lot 44 and Lot 45 in Block 32 in Chicago Plaines being a subdivision of the South 2443.86 feet lying West of right of way of Wisconsin Central Railroad of the South West 1/4 of Section 17, Township 41 North, Range 12 East of the Third Principal Meridian, also of that part of said South West 1/4 of Section 17 lying South of the Chicago and North Western Railroad and West of the Wisconsin Central Railroad and North of the South 2443.86 and East of the West 1670.86 feet thereof, in Cook County, Illinois. 09-17-324-028-0000  
980 Thacker - Des Plaines

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, indoor 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.

X \_\_\_\_\_ [SEAL] \_\_\_\_\_ [SEAL]

X \_\_\_\_\_ [SEAL] \_\_\_\_\_ [SEAL]

STATE OF ILLINOIS, \_\_\_\_\_, CAROLYN BOYLE,

County of \_\_\_\_\_ Cook SS. Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dennis Nelson, Chairman of the Des Plaines Bible Church and Steve Saulnier Chairman of the Des Plaines Bible Church Finance Committee

OFFICIAL SEAL who are personally known to me to be the same persons whose name are \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Carolyn Boyle They signed, sealed and delivered the said instrument as Thier free and voluntary act, for the uses and purposes therein set forth.

Notary Public, State of Illinois My Commission Expires 11/13/93 Given under my hand and Notarial Seal this 14<sup>th</sup> day of August 19 90.

Notarial Seal



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ADJUSTABLE RATE RIDER 9-4  
(1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 14th day of August 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to The First National Bank of Des Plaines (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

980 Thacker Des Plaines, IL 60016  
(Property Address)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 9.25%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The adjustable interest rate I will pay may change on the first day of September 1993, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable 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 1 year, 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 no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.25% or less than 7.25%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 15.25%, which is called the "Maximum Rate."

**(E) 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 beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. FIXED INTEREST RATE OPTION**

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

**5. FIXED INTEREST RATE OPTION**

**(A) Option to Convert to Fixed Rate**

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on (1) if the first Change Date is 21 months or less from the date of this Note, the third, fourth or fifth Change Date; or (2) if the first Change Date is more than 21 months from the date of this Note, the first, second or third Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." I can convert my interest rate only on one of these Conversion Dates.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so, at least 15 days before the next Conversion Date; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note

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**D. Sale of Interests of the Property or a Beneficial Interest in Borrower.** [All or any part of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or a Beneficial Interest in Borrower is sold or transferred to a third party, unless otherwise provided in the Note or in the Note Agreement, shall not be exercisable by Lender if such sale or transfer is made without the prior written consent of Lender; may, at his option, require immediate payment of all sums secured by the Security Instrument. However, this option shall not be exercisable by Lender if a cause is prohibited by law or regulation, or if the Note or Note Agreement permits such a sale or transfer.]

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan extension. Lender shall have the right to terminate this Agreement to sign an assumption agreement that is acceptable to Lender and that contains the same terms and conditions as the Note and this Security Instrument. Lender will continue to be obligated under the Note and this Security Instrument until payment in full has been made in accordance with the terms of the Note and this Security Instrument. Lender may charge a reasonable fee as a condition to Lender's consent to the extension of the term of the Note and this Security Instrument.

1. Under [Section A or B], owner exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Mortgag[e] Note, provided that the Security Instrument is modified to read as follows:

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payments that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new rate of interest plus my monthly payment after the Conversion Date.

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (1) the original term of this Note is greater than 15 years, 30-year point (0.625%), rounded to the nearest one-eighth of one percent (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgagess covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percent (0.125%), or (iii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgagess covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percent (0.125%).

Note Holder, must pay the Note Holder a conversion fee of U.S. \$ 250.00 and (iv) must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.