

UNOFFICIAL COPY

This Indenture, made this 17 DAY OF July, 1991 by and between ALBANY BANK & TRUST CO. N. A., the holder and owner of the Trust Deed hereinafter described ("Mortgagee") and Albany Bank & Trust Co. N. A. U/T/A # 11-4358 representing himself or themselves to be the owner of the real estate hereinafter and in said Trust Deed or Mortgage described ("Owner"). WITNESSETH:

- The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory Note of Albany Bank & Trust Co. N. A. U/T/A # 11-4358, secured by a Trust Deed in the nature of a Mortgage recorded June 18, 1986, in the office of the Recorder of Cook County, Illinois, as document no. 86248204 conveying to Albany Bank & Trust Co. N. A. certain real estate in Chicago, Illinois described as follows:

LEGAL DESCRIPTION: RIDER ATTACHED HERETO AND MADE A PART HEREOF  
 Lots twenty-six (26) and twenty-seven (27) in Block two (2) in Rogers Park Manor a Subdivision of that part of the North West quarter (NW $\frac{1}{4}$ ) of the North East quarter (NE $\frac{1}{4}$ ) of the ~~100~~ 100 ~~th~~ th Principal Meridian, lying west of the East twenty-five (25) acres thereof in Cook County, Illinois.

1991 JUL 29 PM 3:07

91378670

\$ 17.00

Commonly known as: 2732 W. Estes Ave., Chicago, IL  
 PIN: 10-26-204-052

- The amount remaining unpaid on the indebtedness is \$ 120,825.80
- Said remaining indebtedness of \$ 120,825.80 shall be paid on or before June 1, 1991, and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said Trust Deed as therein provided, as hereby extended, as follows:  
 Principal and interest on the balance remaining from time to time unpaid at the initial rate of \* 16.50% in installments as follows: One Thousand One Hundred Forty and 82/100 on the 1st day of July, 1991 and on the 1st day of every month thereafter, until maturity of said principal sum as hereby extended at the aforementioned rate of interest together with the aforesaid sum, if any, and interest after maturity at the rate of Continental Illinois National Bank & Trust Co. of Chicago, Prime + 4% per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois, as the legal holder or holders of the principal Note or Notes secured by said Trust Deed may from time to time in writing appoint, and in absence of such appointment then at Albany Bank & Trust Company, N. A., 3400 W. Lawrence Avenue, Chicago, Illinois.
- \* The interest rate shall be adjusted to Continental Illinois National Bank & Trust Co. of Chicago Prime Plus 2.0% on the first day of June, 1992 and on the first day of June every year thereafter until maturity. The payment due for principal and interest shall also be adjusted to reflect any change in the interest rate, based upon the then remaining term. The interest rate will change in accordance with Section 5 of this Extension Agreement.

5. INTEREST RATE AND MONTHLY PAYMENT CHANGE

- Change Date  
The interest rate I will pay may change on June, 1992, and on the first day of June every year thereafter until maturity. The date on which my interest rate could change is called the "INTEREST CHANGE DATE". The new rate will become effective on the "INTEREST CHANGE DATE".
- Interest rate limit  
My interest rate will never be greater than 16.50%
- The Index  
Beginning with the first Change Date the interest rate will be based on an Index. "The Index" is the Prime Rate of Continental Illinois National Bank and Trust Company of Chicago, as announced from time to time. The most recent Index figure available as of the date; 15 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". If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.
- Calculation of Changes  
Before each Change Date, the Note Holder will calculate my new interest rate at the Current Index, Plus 2.0%. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the Next Change Date.

My monthly payment may change as required by this section beginning on the 1st day of July, 1992, and on the 1st day of July every year thereafter until maturity. This date is called the "Payment Change Date".  
 At least 30 days before each Payment Change Date, the Note Holder will calculate the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at my new interest rate in substantially equal payments. The result of

72  
L.D. 70-55-708

91378670

this calculation will be the new amount of my monthly payment.

**UNOFFICIAL COPY**

- 6. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for three days after written notice thereof, the entire principal sum secured by said Trust Deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal Note or Notes, become and be due and payable, in the same manner as if said extension had not been granted.
  - 7. The Owners are prohibited from selling, conveying, assigning the beneficial interest in and to, entering into Articles of Agreement for the sale of, leasing, renting, or in any manner transferring title to the mortgaged premises without the prior written consent shall constitute a default hereunder entitling the mortgagee to declare the whole of the debt immediately due and payable.
  - 8. A late charge in the amount of 5% of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.
  - 9. This loan is payable in full at the end of 5 years. At maturity, or if the holder or holders of the Note demand payment the entire principal balance of the loan and unpaid interest then due shall be paid forthwith. The holder or holders of the Note are under no obligation to refinance the loan at that time. The Owner therefore will be required to make payment out of other assets or will have to find a lender willing to lend the money at prevailing rates which may be considerable higher than the interest rate on this loan.
  - 10. This Agreement is supplementary to said Trust Deed. All the provisions thereof and of the principal Note or Notes, including the right to declare principal and accrued interest due for any cause specified in said Trust Deed or Notes, but not including any prepayment privilege unless herein expressly provided for, shall remain in full force and effect except as in said Trust Deed. The principal Note and interest Notes shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.
  - 11. The Mortgagee under the Trust Deed Extended herein shall execute this document solely as a party to the agreement, and reserves the right of acceptance of this agreement subject to receipt of an acceptable endorsement to a title insurance policy, covering the recording or registration of this agreement, showing conditions of title which are acceptable to the Mortgagee.
  - 12. ARM Additional terms Rider attached hereto and made a part hereof
- IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

ALBANY BANK & TRUST COMPANY N.A. <sup>12</sup>

ALBANY BANK AND TRUST COMPANY, N. A.

Trustee aforesaid  
 by Cheryl J. [Signature]  
 (SEAL) Trust Officer  
 Attest: [Signature]  
 (SEAL) Vice-President

BY: Dick Lorenz  
 Dick Lorenz, Mortgage Loan Officer  
 ATTEST: Michael A. Bentcover  
 Michael A. Bentcover, Vice President

CONSENT TO EXTENSION AGREEMENT

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing Extension Agreement.

(SEAL) Sum Long  
 Sum Long

Rosalinda Long (SEAL)  
 Rosalinda Long

THIS DOCUMENT PREPARED BY: Dick Lorenz, Mtg. Loan Officer  
 3400 W. Lawrence Avenue  
 Chicago, Illinois 60625

RETURN TO BOX 35  
 Albany Bank and Trust Company N. A.  
 3400 West Lawrence Avenue  
 Chicago, Illinois 60625

This instrument is executed by ALBANY BANK AND TRUST COMPANY N.A., not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by ALBANY BANK AND TRUST COMPANY N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK AND TRUST COMPANY N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument.

91378670

*(Handwritten initials)*

# UNOFFICIAL COPY

THIS RIDER IS ATTACHED TO AND MADE A PART OF THAT CERTAIN  
TRUST DEED/MORTGAGE DATED AS OF July 1, 19 91  
FROM: Albany Bank & Trust Co. N. A. U/T/A # 11-4358

TO: Albany Bank & Trust Co. N. A., as Mortgagee/Trustee

The following paragraph is hereby added to the terms of the Mortgage:

Mortgagor represents and agrees that, except as disclosed in writing to the Mortgagee or Trustee, the premises are in compliance with "all Environmental Laws" (as hereinafter defined); that there are no conditions existing currently or likely to exist during the term of the Note that require or are likely to require clean up, removal or other remedial action; that Mortgagor is not a party to any litigation or administrative proceeding, nor, to the best of Mortgagor's knowledge, is there any litigation or administrative proceeding contemplated or threatened related to or arising out of any Environmental Laws; that neither the premises nor Mortgagor is subject to any judgment, decree, order, citation or complaint related to or arising out of any Environmental Laws; that Mortgagor has obtained all permits or licenses and filed all reports required under any applicable Environmental Laws. The term "Environmental Laws" shall mean any and all federal, state and local laws, statutes, regulations, ordinances, codes, rules, and other governmental restrictions or requirements relating to matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance and removal of asbestos now or any time hereafter in effect. Mortgagor covenants and agrees to comply with all applicable Environmental Laws and to require its tenants or others operating on the premises to comply with all applicable Environmental Laws; and to provide to Mortgagee or Trustee immediately upon receipt, copies of any correspondence of any nature whatsoever received by Mortgagor relating to Environmental Laws, and to advise Mortgagee or Trustee in writing as soon as Mortgagor becomes aware of any condition or circumstances which makes any of the representations or statements contained in this paragraph incomplete or inaccurate. In the event Mortgagee or Trustee determines in its sole and absolute discretion that there is any evidence that any such circumstance might exist, whether or not described in any communication or notice to either Mortgagor, Mortgagee or Trustee, Mortgagor agrees, at its own expense, and at no expense to Mortgagee or Trustee, to permit an environmental audit to be conducted by Mortgagee or Trustee or an independent agent selected by Mortgagee or Trustee. This provision shall not relieve Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with any Environmental Laws. If, in the opinion of Mortgagee or Trustee, there exists any uncorrected violation of an Environmental Law or any condition which requires or may require any clean up, removal, or other remedial action, and such correction, clean up, removal, or other remedial action is not completed within sixty (60) days from the date of written notice from Mortgagee or Trustee to Mortgagor, the same shall, at the option of Mortgagee or Trustee constitute a default hereunder, without further notice or cure period.

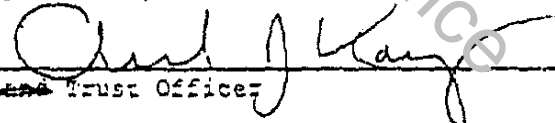
UNOFFICIAL COPY

Mortgagor agrees to indemnify, defend and hold Mortgagee or Trustee and its current, future or former officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, obligations, claims, costs and expenses (including with limitation, attorneys' fees and costs) incurred by Mortgagee or Trustee, whether prior to or after the date hereof and whether direct, indirect, or consequential, relating to or arising out of matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance, or removal of asbestos. Any and all amounts owed by Mortgagor to Mortgagee or Trustee under this paragraph shall constitute additional indebtedness secured by this Mortgage or Trust Deed. Any of the provisions of this Mortgage or Trust Deed to the contrary notwithstanding, the representations, warranties, covenants, agreements, and indemnification obligations contained herein shall survive all indicia of termination of the relationship between Mortgagor and Mortgagee or Trustee including, without limitation, the repayment of all amounts due under the Mortgage or Trust Deed, cancellation of the Note and the release of any and all of the Loan Documents.


This Rider is executed by Albany Bank and Trust Company N.A., not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Albany Bank and Trust Company N.A., hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Albany Bank and Trust Company N.A., personally to pay the 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 expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Albany Bank and Trust Company N.A., personally is concerned the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment hereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any or any co-maker of the Note.

IN WITNESS WHEREOF, Albany Bank and Trust Company N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its ~~Lead Trust Officer~~ Trust Officer, and its corporate seal to be hereunto affixed and attested by its Vice President, the day and year first above written.

ALBANY BANK AND TRUST COMPANY N.A.,  
as Trustee as aforesaid and  
not personally.

By:   
Lead Trust Officer

ATTEST:

  
Vice President

By signing below, Mortgagor accepts and agrees to the terms and provisions contained in this Rider.

91378670

THIS ARM ADDITIONAL TERMS RIDER is made this 1st day of July, 19 91 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and any and all Riders attached thereto of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to ALBANY BANK AND TRUST COMPANY, N. A. (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 2732 W. Estes Ave., Chicago, Illinois 60645  
Property Address

ADDITIONAL COVENANTS

In addition to the covenants and agreements made in the Security Agreement and any and all Riders attached thereto, Borrower and Lender further covenant and agree to the following terms that are appropriately marked as indicated—.

THE INDEX

Beginning with the first Change Date, my interest rate will be based on an Index. That "Index" is The Prime Rate of Continental Illinois National Bank and Trust Co. of Chicago. 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 which is based on comparable information. The Note Holder will give me notice of this change.

CALCULATION OF CHANGES:

Before each Change Date, the Note Holder will calculate my new interest rate by adding two percentage points (2.0%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point. 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 is my new monthly payment unless I have the option to limit my monthly payment and I choose the amount permitted by Section 5 in the Note.

APPLICATION OF PAYMENTS:

Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 of the Security Instrument attached hereto shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 of the Security Instrument, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

INTEREST RATE LIMITATIONS:

My interest rate cannot be changed by more than 2.0 percentage points at any Change Date, subject to such limitations listed below for my maximum ("ceiling") and minimum ("floor") interest rates. The ceiling, or maximum interest rate, that can be charged on my loan is either 16.50%; or if not specified, provides for no set maximum limit. The floor, or the minimum interest rate, that will be charged on my loan is either N/A%; or if not specified, provides for no set minimum rate.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER:

If all or any part of the Property or 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.

CONVERSION OPTION TO A FIXED RATE LOAN:

At the end of \_\_\_\_\_ months, Lender grants to Borrower an option to convert this adjustable rate loan to a loan with a fixed rate and a fixed term. Lender will provide to Borrower the terms and conditions of this conversion option — which the Borrower may either accept or reject — and the length of time before said conversion option expires.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees only to those appropriately marked  additional terms and covenants contained in this ARM Additional Terms Rider.

ALBANY BANK AND TRUST COMPANY N.A., not personally but solely as trustee, hereby certifies that all the covenants and conditions to be performed hereunder by ALBANY BANK AND TRUST COMPANY N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK AND TRUST COMPANY N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument.

ALBANY BANK & TRUST COMPANY N.A. as  
Trustee of aforesaid (Seal)  
Borrower  
by [Signature] (Seal)  
Borrower  
[Signature] (Seal)  
attest: [Signature]  
notary - present

91378670

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/10/2011

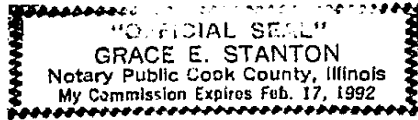
# UNOFFICIAL COPY 8670

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Sam Long and Rosalinda Long

personally known to me to be the same persons whose names are \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act \_\_\_\_\_, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 19th day of July 1991



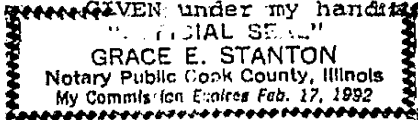
Grace E. Stanton  
Notary Public

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARNOLD J. KARZOV, TRUST OFFICER

of ALBANY BANK AND TRUST COMPANY, N. A. and MARK STEKERSON, VICE-PRESIDENT of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such OFFICERS 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said VICE-PRESIDENT then and there acknowledged that and, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as and HIS own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of July 1991



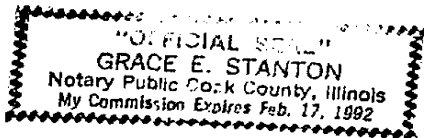
Grace E. Stanton  
Notary Public

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Michael A. Bentcover, Vice President and Dick Lorenz, Mortgage Loan Officer of ALBANY BANK AND TRUST COMPANY, N. A. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Mortgage Loan Officer, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument in writing as their free and voluntary act, and as the free and voluntary act of ALBANY BANK AND TRUST COMPANY, N. A. for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be thereto attached.

GIVEN under my hand and notarial seal this 19th day of July 1991

Grace E. Stanton  
Notary Public



91378670

UNOFFICIAL COPY

Property of Cook County Clerk's Office