



TRUST DEED

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92761171

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 2, 1992, between Western National Bank of Cicero, Illinois, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated 11/06/48 and known as Trust Number 707, herein referred to as "First Party," and

COMMERCIAL NATIONAL BANK OF BERWYN, A National Banking Corporation an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of One Hundred Fifty Thousand and NO/100ths (\$150,000.00) Dollars,

made payable to THE ORDER OF Commercial National Bank of Berwyn and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from the balance of principal remaining from time to time unpaid at the rate of 7.75 per cent per annum in installments (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 day of 19.

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 installment unless paid when due shall bear interest at the rate of percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Berwyn Illinois, as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the Office of Commercial National Bank of Berwyn in said municipality.

NOW, THEREFORE, First Party to secure the payment of the said principal of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in

COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Lots 17, 18, 19, 20 and 21 in Block 16 in Parkholme Subdivision of Lot 14 in Grant Land Association Resubdivision in Section 21, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

- Permanent Tax I.D. Nos. 16-21-415-037 (affects Lot 17) 16-21-415-038 (affects Lot 18) 16-21-415-039 (affects Lot 19) 16-21-415-040 (affects Lot 20) 16-21-415-041 (affects Lot 21)

which, with the property hereinafter described, as 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 First Party, its successors or assigns may be entitled therein (which are pledged primarily and in a party 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 such units are centrally controlled, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, linoleum, 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 First Party or its 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 IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises or appurtenances to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or charge; (d) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any general or special taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient to pay the cost of replacing or rebuilding the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest

MAIL TO: COMMERCIAL NATIONAL BANK OF BERWYN 3322 S. OAK PARK AVENUE BERWYN, IL. 60402 THIS DOCUMENT PREPARED BY: G. J. Hilbrich, V. P. /jba 92761171

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1832 S. Cicero Avenue Cicero, IL 60650

PLACE IN RECORDER'S OFFICE BOX NUMBER



33 50/24

EAST AMERICAN TITLE INSURANCE #

COOK COUNTY RECORDERS

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on prior encumbrances, if any, and purchase, discharge, cancellation or settle any tax lien or other prior lien or claim thereon, or redress from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee to the holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for all matters concerning which action hereon authorized may be taken, shall be in such amount and in such order as shall be determined by and shall become immediately due and payable without notice and with costs of collection or the cost of seven per cent per annum. Location of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereon by authorized writing to any assessment, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, for tax or other claim thereon.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall notwithstanding anything to the contrary in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payments of any installment of principal or interest on the note, or (b) in the case of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, and option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and no liens or additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, auditors for documentary and expert evidence, stamp duty charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title policies, Trustee certificates, and trustee sale or assignments with respect thereto as Trustee or holders of the note may deem it reasonably necessary either to prosecute such suit or to enable the holders of the note to do so, which may be paid or incurred by or on behalf of the trust condition of the sale in the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become such additional indebtedness as secured hereby and immediately due and payable with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with the proceedings, including purchase and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereon after accrual of such right to foreclose whether or not actually commenced, or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereon, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in the foreclosure proceedings, including all such costs as are mentioned in the preceding paragraph hereof, second, all other costs which under the terms hereof constitute or would constitute a lien or claim against or on the evidence by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, or legal representatives or assigns, as their rights may appear.

6. Upon, or at any time, or at the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, or before or after, without regard to the validity or invalidity of the application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the claim of the person or persons or whether the same shall be deemed to be a lien or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, accept for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be necessary or be used in such case for the protection, preservation, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the moneys in his hands in payment in whole or in part of (a) the indebtedness secured hereby, or (b) any other indebtedness of the mortgagor, or any tax, special assessment or other lien which may be or become a lien on the land hereof or of such decree, provided such application is made prior to foreclosure sale, (c) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, to insure, to maintain or to contribute to the maintenance of the premises, or to impugne the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to secure this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien hereon, if proper evidence upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereon to and in the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing the all indebtedness hereby secured has been paid, which request may be made in person or by mail, and Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identical serial number purporting to be executed by the mortgagor herein designated as the maker thereof, and where the return is requested of the original trustee and it has never placed its identification number on the note described herein, a copy of the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the mortgagor herein designated as maker thereof.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, liability or refusal to act of Trustee, the then Recorder of Deeds or the Registrar of Titles, in which the premises are situated shall be successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

HOWEVER, IF ALL OR ANY PART OF THE PROPERTY IS SOLD OR TRANSFERRED WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY DECLARE THE ENTIRE LOAN BALANCE TO BE IMMEDIATELY DUE AND PAYABLE AND AFTER 30 DAYS BORROWERS CAN BECOME LIABLE FOR EXPENSES OF FORECLOSURE INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES.

BORROWER SHALL PAY TO THE NOTEHOLDER A LATE CHARGE OF 5% OF ANY MONTHLY INSTALLMENTS NOT RECEIVED BY THE NOTEHOLDER WITHIN 10 DAYS AFTER THE INSTALLMENT IS DUE.

Manufacturers Fidelity Trust Company, Successor to ~~Western National Bank of Chicago~~

THIS TRUST DEED is executed by the ~~Western National Bank of Chicago~~ ^{Manufacturers Fidelity Trust Company, Successor to Western National Bank of Chicago} as Trustee (and said ~~Western National Bank of Chicago~~ ^{Manufacturers Fidelity Trust Company, Successor to Western National Bank of Chicago} hereby certifies 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 the said First Party or on said ~~Western National Bank of Chicago~~ ^{Manufacturers Fidelity Trust Company, Successor to Western National Bank of Chicago} 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 as far as the First Party and its successors and said ~~Western National Bank of Chicago~~ ^{Manufacturers Fidelity Trust Company, Successor to Western National Bank of Chicago} are 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 thereof, 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.

IN WITNESS WHEREOF, ~~Western National Bank of Chicago~~ ^{Manufacturers Fidelity Trust Company, Successor to Western National Bank of Chicago}, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year last above written.

* Western National Bank of Cicero As Trustee as aforesaid and

The terms and conditions contained in this instrument and in the contract or contracts to which it refers, are hereby incorporated by reference into this instrument, and shall be deemed a part hereof.
 Trustee's Occupatory Title attached hereto and made a part hereof.
 By [Signature] Vice-President
 Attest [Signature] Secretary

STATE OF ILLINOIS
 COUNTY OF COOK SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Secretary of the ~~Western National Bank of Chicago~~ ^{Manufacturers Fidelity Trust Company, Successor to Western National Bank of Chicago} personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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 Company for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.
 Given under my hand and Notarial Seal this _____ day of _____, 19____
Notary, Seal

IMPORTANT
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The installment Note mentioned in the within Trust Deed has been identified herewith under identification No. _____
 BY _____ TRUSTEE

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TRUSTEE'S EXCULPATORY RIDER

This Document is signed by Manufacturers Affiliated Trust Company, not individually, but solely as Trustee under the Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon Manufacturers Affiliated Trust Company personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trust's beneficiaries only and shall not in any way be considered the responsibility and liability of Manufacturers Affiliated Trust Company. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Manufacturers Affiliated Trust Company, as Trustee.

MANUFACTURERS AFFILIATED TRUST COMPANY, *
As Trustee as aforesaid and not individually

By _____

Its SUZANNE GOLDSTEIN BAKER, Vice President

ATTEST:

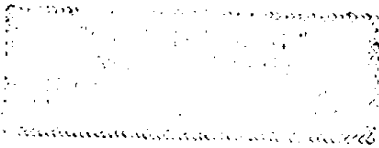
By _____

Its MARTHA BROOKINS, Authorized Officer

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named officers of MANUFACTURERS AFFILIATED TRUST COMPANY, an Illinois Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, 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 Trust Company for the uses and purposes therein set forth and said attesting officer, as custodian of the corporate seal of said Trust Company, pursuant to authority, given by the Board of Directors of said Trust Company, as the voluntary act and as the free and voluntary act of said Trust Company for the uses and purposes, therein set forth.

Given under my hand and Notarial Seal this 6TH day of OCTOBER, 19 92.



GN 7731

Notary Public

*as Successor trustee to Affiliated Bank/Western National f/k/a Western National Bank of Cicero u/t/a #707

92782171

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Payments of principal and interest hereunder shall be made in the following

(1) Monthly installments of principal and interest in the amount of One Thousand Four Hundred Eleven and 91/100ths (\$1,411.91) on the 2nd day of November, 1992 ("First Payment Date") and monthly installments of principal and interest in the same amount on the same day of the next successive eleven months thereafter, provided, however, that, upon payment in full of all principal indebtedness hereunder, there shall be simultaneously paid to Lender all interest accrued through said date of payment.

(2) On the 2nd day of the eleventh month after the First Payment Date and on the 2nd day of each twelfth month thereafter ("Reset Dates") until the Maturity Date, the monthly installments of principal and interest for the same day of the month described in paragraph (1) above for each successive twelve month period commencing with the thirteenth month following the First Payment Date (being the thirteenth monthly payment) shall be reset based upon the following formula. The then principal balance on each Reset Date shall be utilized to determine an amortization of the loan evidenced by this Note, using a term for amortization purposes as of the date hereof, of Fifteen (15) years. On the first Reset Date the amortization term shall be Fourteen (14) years, on the second Reset Date the amortization term shall be Thirteen (13) years and the same annual reduction of the amortization term shall be applicable on each Reset Date thereafter, prior to the Maturity Date. For such amortization purposes the interest rate shall be determined to be equal to four (4.00%) percentage points in excess of the Index. The Index Rate is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board most recently prior to each applicable Reset Date rounded to the nearest one-eighth of one percentage point (.0125%). Lender shall give to Maker ten (10) days prior written notice of the changes in the amounts of monthly installments due under this paragraph. If the Index Rate is no longer available, the Lender will choose a new index which is based upon comparable information.

(3) On October 2, 2007 ("Maturity Date"), all principal indebtedness hereunder.

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ADJUSTABLE RATE RIDER

One ~~(XXXX)~~ Year Index - No Payment Cap

THIS ADJUSTABLE RATE RIDER is made this 2nd day of October, 1992, 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 Commercial National Bank of Berwyn, 3322 S. Oak Park Ave., Berwyn, IL 60409 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1832 S. Cicero Avenue, Cicero, IL 60650

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.75%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 2nd day of October, 1992, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my 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 90R 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 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.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding four percentage points (4.00%) 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%). 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 principal 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) 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.

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my 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. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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AUTHORIZED OFFICER

IS MARTHA ANN BROOKINS

By

M. Ann Brooks

ATTEST:

IS SUZANNE GOLDSTEIN BAKER VICE PRESIDENT

By

MANUFACTURERS AFFILIATED TRUST COMPANY, # 707
As Trustee as aforesaid and not individually

* as Successor trustee to Affiliated Bank/Western National I/A Western National Bank of Cicero
This Document is signed by Manufacturers Affiliated Trust Company, not individually, but solely as Trustee under the Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon Manufacturers Affiliated Trust Company personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trust's beneficiaries only and shall not in any way be considered the responsibility and liability of Manufacturers Affiliated Trust Company. This Trustee's exculatory cause shall be controlling in the event of a conflict of terms created by the documents executed by Manufacturers Affiliated Trust Company, as Trustee.

TRUSTEE'S EXCULATORY RIDER

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.
If Lender exercises the option to require immediate payment in full, 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.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.
Western National Bank of Cicero as
Trustee under Trust #707, dated 11/6/48

.....(Seal) Borrower

.....(Seal) Borrower

The terms and conditions contained in this instrument in the contract now being signed by the parties hereto shall be deemed to be a part hereof.

14170426

14170426

COOK County Clerk's Office