490338 MAN

RUST DEED—Short Form ins. and Receiver)		٨			F	F	FORM TO A	3 2	7	(i)		"	om ILLIANA FINANCIAL, INC. (312) 500-000
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92276014

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				Jecember 1991
between Tah	ir M. Sheikh and At	tiya Z. Sheikh,	his wife	· · · · · · · · · · · · · · · · · · ·
of theVil	lage of	Oak Brook	, County of	DuPage
and State of	Illinois	, Mortgagor,		
and Com	mercial National Ba	nk of Berwyn, a	National Bankir	ng Corporation
of theCity	У of	Berwyn	, County of	Cook
and State of	Illinois	, as Trustee,		
WITNESSE	TH THAT WHEREAS,	the said Tahir	1. Shelkh and At	tiya Z. Sheikh,
his wif	<u> </u>	are jus	tly indebted upon	ne principal note in
the sum of One	e million two hundr	ed fifty thousa	nd and no/100ths	(\$1,250,000.00) Dollars, due
with interest at the set forth, a Due: Decemb	92276014 crate of 6.875 per cent pail of which payment per 25, 1999.	Initially, peragram, payable s ts shall be made	crued through sa subject to modif e in the manner charge of 5% of	nder, there shall be id date of payment. ication as hereinafter hereinafter set forth. any monthly installment is due.
		ζ,	DE : 197	1001 RECORDING 04/07/93 (133 TRAM 4140 04/07/93 (162 F - #- 72 - 27 (100K COURT RECORDER
all of said notes be	earing even date herewith a	nd being payable to th	e order oi	
·	Commercia	l National Bank	of Berwyn	
at the office of	Commercial	l National Bank	of Berwyn	
or such other place	ce as the legal holder there	eof may in writing ap	point, in lawful mon	ty of the United States, and
	principal notes is identified	•		thereon
NOW, THEF lenced, and the po ormed, and also i	REFORE, the Mortgagor, erformance of the covenantin consideration of the sun	for the better securing its and agreements he in of ONE DOLLAR	g of the said indebtedrein contained on the in hand paid, does C	ness as by the said noteevi- Mortgagor's pint to be per- CONVEY AND WARRANT d real estate situate in the
County of	Cook	and State of	Illinois	to wit:
That Part of Riverside in Principal Me in the South the Southwes Lot which is	Lot 632 in Block 2 Section 36, Townsh ridian, lying North westerly Line of Sa terly Corner Thereo 13.50 Feet Northwe County, Illinois	I in the Additing 39 North, Rangesterly of a Solid Lot 632 Which for a Point i	on to the Second nge 12, East of traight Line dra h is 10.0 Feet t n the Northeaste	i Division of the Third own from a Point Northwesterly of erly Line of Said
PIN 15-36-410				

7234 W. OGDEN AVE CHARDSIAR II. 60546 2)59

2 2 2	Tahir M. Sheikh and Tahir M. Sheikh, his wife To Commercial National Bank of Berwyn, andress of property:
Property of Collins	
	State aloresaid, DO HEREBY CERTIFY that Tahir M. Sheikh and Activa personally known to me to be the same persons. appeared before me this day in person and acknown to me to be the same persons.

UNOFFICIAL₂COPY

Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land, and all the estate, right, title and interest of the Mortgagor of, in and to said land, hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and purposes, and upon the trusts herein set forth.

And the Mortgagor does covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay all taxes and assessments levied on said premises as and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer no lien of mechanics or material men, or other claim, to attach to said premises; to pay all water taxes thereon as and when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon said premises insured in a company or companies to be approved by the trustee and the trustee's succersors in trust, or the legal holder of said note or notes, against loss or damage by fire for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with trustee as additional security hereunder and upon failure to so secure and deposit such insurance policies, said trustee or the trustee's successors in trust, or the legal holder of the note or notes, is hereby authorized to procure the same, and all moneys which may be advanced by said trustee or the trustee's successors in trust, or by the legal holder of said note or notes, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any manner protect the title or estate hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including attorneys' fees, shall with interest thereon at seven per cent per annum, become so much additional indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said trustee or the trustee's successors in trust, or the legal holder of said note or notes, to so advance or pay any such sums as aforesaid.

In the event of a breach of any of the algressaid covenants or agreements, or in case of default in payment of any note or notes secured hereby, or in case of default in the payment of one of the installments of interest thereon, and such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, he said principal sum together with the accrued interest thereon shall at once become due and payable; such election being made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness, or any part thereof, or said trustee or the trustee's successors in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a complaint for that purpose, the court in which such complaint is filed may at once and without notice appoint a receiver to take possession or charge of said premises free and clear or all nomestead rights or interests, with power to collect the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and dispursements paid or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary evicence, stenographers' charges, costs of procuring a complete abstract of title, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceeding for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release hereof given until all lucil fees, expenses and dishursements and all the cost of such proceedings have been paid and out of the proceeds of any sale of said premises that may be made under such decree of foreclosure of this trust deed, there shall be paid, First; All the cost of such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, ou lays for documentary evidence and costs of such abstract and examination of title. Second: All moneys advanced by the flurice or the trustee's successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorized in this trust deed, with interest on such advances at seven per cent per annum. Third: All the accrued interest remaining unpaid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid. The overplus of the proceeds of sale shall then be paid to the Mortgagor or to his legal representatives or assigns on reasonable request.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the Mortgagor's part, the Mortgagor hereby waives all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

AND THE Mortgagor further agrees that in case of a foreclosure decree and sale of said premises thereunder, all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note or notes herein described is protected by such policies.

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements here-inbefore made by the Mortgagor, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in trust to the Mortgagor upon receiving reasonable charge therefor, and in case of the death, resignation,

with T	
identified berewith under Identification No.	
The note or notes mentioned in the within trust deed have been	Y: Roser C. Forcash, Sr. V.F.
(SEAL)	BERWYN, ILLINOIS GO402 3322 SO. CAK PARK AVENUE 1972 SO. CAK PARK OF BERWYN
(SEAL)	THIS INSTRUMENT WAS PREPARED BY:
X Lyary Z CAR.	STATE OF THE STATE
TVas) X	
Mortgagor, the day and year first above within	WITNESS the hand! and seals of the
Of Coly	
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	C/C/T/S OFFICE
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	ije.
	C.O
	••
clude the legal holder or holders, owner or owners of said note of said certificate of sale and all the covenants and agreements of said upon Mortgagor's heirs, executors, administrators or other or ot	notes, or indebtedness, or any part thereof, or
	eald trustee.
son entitled thereto, then Chicago Title Insurance Co	



(1 Year Treasury Index- Rute Caps)

7234 W. Ogden Ave., Riverside, II. 60546

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 (ATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of ...6.875...%. The Note provides for changes in the interest rate and the monthly payments, as 101'ows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dutes

(B) The Index

Beginning with the first Change (2at), my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury socurities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index hy are available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Nice tolder 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

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

(D) Limits on Interest Rate Changes NONE

AND TRANSPORTED AND THE REPORT OF THE STATE OF THE STATE OF THE PROPERTY OF TH

(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 moranic payment changes again.

(F) 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, I ender 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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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of accelera-Borrower in writing. Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases the loan assumption. Lender may also require the transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to

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

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

DOOR OF COSTAGE Of County Clert's Office