

UNOFFICIAL COPY

21-604724-5

(Corporate Trustee Form)

THIS INDENTURE WITNESSETH. That the undersigned

The First National Bank of Des Plaines

a corporation organized and existing under the laws of the State of Illinois
not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated December 9, 1985 and known as trust number
16831683 hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

LIBERTY FEDERAL SAVINGS BANK

a corporation organized and existing under the laws of the United States of America, hereinafter referred to as the Mortgagor, the following real estate in the County of Cook, in the State of Illinois, to wit:

See Attached Rider

THE WEST 55 56 FEET AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF, OF THAT PART OF THE WEST 550.00 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF LOT 1 (EXCEPTING THEREFROM THE NORTH 285.16 FEET, AS MEASURED ON THE EAST AND WEST LINES THEREOF, AND ALSO EXCEPTING THAT PART THEREOF, TAKEN OR USED FOR PUBLIC ROADS), IN LINNEMAN'S DIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE THEREOF, SAID SOUTH LINE BEING THE NORTH LINE OF DEMPSTER STREET, FROM A POINT ON THE AFORESAID NORTH LINE OF DEMPSTER STREET 468.16 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY IN COOK COUNTY, ILLINOIS

P.I.N. 08-14-401-014-0000

672 W. Dempster

52073140

Mount Prospect Ill. 60056

which Note, together with interest thereon as herein provided, is payable in monthly installments which payments are to be applied first to interest and the balance to principal until and indefinitely it paid in full.

(2) any advances made by the Mortgagor, at his option or the Mortgagor, or its successors in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of ~~any~~^{any} legal Note together with such additional advances, in a sum in excess of **One Hundred Thirty Five Thousand and ~~Two~~^{Two} Dollars (\$ 135,000.00),** provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced in protest or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (ii) To pay said indebtedness and the interest thereon as herein and is so directed provided, or according to any agreement extending the time of payment thereof, (2) To pay when due and before any penalty attaches thereto, all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those hereinafter due), and to furnish Mortgagor, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards, as the Mortgagor may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagor may require until said indebtedness is fully paid, or in case of foreclosure until expiration of the period of redemption, or for the full insurable value thereof, in such companies through such agents or brokers, and in such form as shall be satisfactory to the Mortgagor, such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause or clauses to the Mortgagor making them payable to the Mortgagor, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver of redemption, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagor is authorized to adjust, settle and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary papers of release, receipts, vouchers, releases and acquisitions required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required to be signed by the Mortgagor for such purpose, and the Mortgagor waives the right to file any claim or any insurance claim to the restoration of the property or upon the indebtedness hereby secured, or to sue for any claim or any insurance claim to the same until such indebtedness is paid in full, or eliminated after destruction or damage to commerce and property, complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagor elects to apply the indebtedness, which it bears, the proceeds of any insurance covering such destruction or damage, (5) To keep said premises in good condition and repair without waste and free from any material or other item of claim, which is expressly subordinated to the lien of this Note, made, either prior to or subsequent to the date of this Note, to any insurance to exist in said property or to diminish or impair its value by any act or omission to act, (6) To comply with all requirements of law with respect to mortgaged premises and the use thereof, (7) Not to make, suffer or permit, without the written permission of the Mortgagor being first had and obtained, the use of the property for any purpose other than that for which it is now used, (8) Any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on or in said property, (9) Any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed on or upon any buildings or improvements on said property.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagor and secured by this Mortgage, and it is agreed that in the event of such advances, the amount thereof shall be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advances, and that the same part of said note indebtedness under all of the terms of said note and this contract as far as of a time such note and this contract were first executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for a different monthly payment and a different interest rate and other express modifications of the contract, but in all other respects this contract remains in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagor may do in Mortgagor's behalf everything so covenanted, that said Mortgagor may and shall do, and shall remain necessary to protect the interest of itself, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagor for any purpose, and such money together with interest thereon as provided in the note secured by this mortgage shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any money for any purpose nor to do any act hereunder, and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of and note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage, principal, interest, costs, expenses, attorney's fees, and otherwise.

MAIL
10

LIBERTY FEDERAL SAVINGS BANK

5700 N. Lincoln Avenue / Chicago, IL 60659

This instrument was prepared by Thomas J. Garvey, Attorney for Liberty Federal Savings Bank, 3700 N. Lincoln Ave., Chicago, IL 60659

UNOFFICIAL COPY

UNOFFICIAL COPY

Step 10: Once you have completed step 9, it's time to add a header or title that is relevant to your document. Add a new page at the top with the following text:

Следи за тем, чтобы не перегревать яичные массы. Важно, чтобы яичные массы не контактировали с металлическими предметами, такими как сковородки, ложки и т.д. Важно, чтобы яичные массы не контактировали с металлическими предметами, такими как сковородки, ложки и т.д.

For example, in the beginning of the period of 1983-1984, the average number of children aged 0-14 per household was 2.0, which is slightly higher than the average number of children per household in 1982-1983. This is probably due to the fact that the average number of children per household in 1982-1983 was 1.9, which is lower than the average number of children per household in 1981-1982.

A (1) To get rid of electrodes and the interelectrode distances to prevent and avoid more problems on electrode polarization and to prevent charge transfer reaction from happening upon electrode surfaces, we use different solvents and reagents; such as, propylene carbonate and tetrahydrofuran, and also some organic acids like citric acid and acetic acid.

THE MARCHAGOR GOVERNANCE

On the other hand, the author's suggestion that the new legislation will have little effect on the market for foreign exchange is not supported by the facts.

and the benefits of people with good health needs is paid in full.

All the expenses of the Management heretofore incurred have been defrayed by the members.

TO SECURE *the secret and confidential information held by any state, which had rights and interests and obligations under Mortgagor does hereby release and waive*

not germane to the purpose of this instrument, and therefore is omitted. The undersigned, being of sound mind, do hereby execute this instrument in the presence of the trustee named above, and in the presence of two witnesses, all of whom have signed their names thereto.

The First National Bank of Des Plaines

www.santoshmehra.com

Loan No. 21-604/24-3

52373140

UNOFFICIAL COPY

Loan No. 21-604224-5

ADJUSTABLE RATE RIDER (Interest Rate Limits)

THIS ADJUSTABLE RATE RIDER is made this 15th day of May 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to LIBERTY FEDERAL SAVINGS BANK (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

672 W. Dempster Road, Mount Prospect, Illinois 60056

The Note contains provisions allowing for changes in the interest rate every year subject to the limits stated in the Note. 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 7.500%. Section 4 of 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 first day of June 1, 1993, 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 one 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 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 Two and One percentage points (2.50%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one quarter of one percentage point (0.25%). 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 balance of my loan I am expected to owe on 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) Limit on Interest Rate Changes

The rate of interest I am required to pay shall never be increased or decreased on any single Change Date by more than one percentage point (1.00%), two percentage points (2.00%), three and one half (3.50%) from the rate of interest I have been paying for the preceding 12 months. My interest rate also shall never be greater than 11.50%, or less than 7.50%.

(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 mail or deliver to me a notice of any changes in 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 (a) the title and telephone number of a person who will answer any question I may have regarding the notice.

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges, Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payment. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

UNOFFICIAL COPY

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein 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 Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. 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 such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof. Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

F. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment under the Note.

N. This mortgage is executed by the undersigned 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 undersigned hereby warranteth 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 undersigned, either individually or as Trustee aforesaid, 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owners of record 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, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary.

the 15th day of May A.D. 19 92

1st National Bank of Des Plaines

Attest: Trustee as aforesaid and set per 168316-83

ATTEST: Adrian J. Billingsley
RECEIVED
Trust Officer

RECEIVED
Trust Officer

STATE OF Illinois / ss
COUNTY OF Cook

EXPLANATION: provision restricted
any liability of First National
Bank of Des Plaines, either
affixed on this or on the reverse
side hereof or attached hereto,
is expressly made a part hereof.

i. The undersigned

A Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Lourdes Martinez,
personally known to me to be the Trust Officer,
personally known to me to be the Trust Officer,
and 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 severally acknowledged that as such Trust Officer, RECEIVED and Trust Officer, RECEIVED and Trust Officer,
executed and delivered the foregoing instrument, and caused the same to be affixed thereto, in its individual capacity and not as Trustee of any corporation to be affixed thereto, pursuant to authority given by the Board of Directors of
in its individual capacity and not as Trustee of any corporation to be affixed thereto, pursuant to authority given by the Board of Directors of
for the personal binding the herein described property, and it is
expressly understood and agreed that the RECEIVED and Trust Officer, RECEIVED and Trust Officer,
to the contrary notwithstanding, that each and all of the understandings and agreements herein made, are made and intended not as personal
undertakings, but RECEIVED and Trust Officer, RECEIVED and Trust Officer,
binding the Trustee personally, but executed and delivered by the
Trustee solely in the exercise of the powers conferred upon it as
such Trustee, and no personal liability or personal responsibility
is assumed by, or shall at any time be asserted or enforced against
said Trustee on account herof or on account of any understanding or
agreement herein contained, either expressed or implied, all such
personal liability if any being hereby expressly waived and released
by all other parties hereto, and those claiming by, through, or
under them.

day of May A.D. 19 92

"OFFICIAL SEAL"

Kelley A. No.uk
Notary Public, State of Illinois
My Commission Expires 9/18/93

UNOFFICIAL COPY

RIDER

L#21-604724-3

THIS MORTGAGE RIDER ("Rider"), is made this 15th day of May , 1992, and is incorporated into and shall be deemed to amend and supplement a MORTGAGE in the amount of \$165,950.00 dated on even date herewith, executed by the undersigned ("Borrower") to LIBERTY FEDERAL SAVINGS BANK ("Lender") secured by a Mortgage dated on even date herewith.

In addition to the agreements and provisions made in said Mortgage, both Borrower and Lender further agree as follows:

WHEREAS, the property hereby conveyed under this mortgage will not be used by the mortgagors as their primary residence, and

WHEREAS, the mortgagors own said property for the purpose of investment, and

WHEREAS, said property consists of a 3 story, brick, apartment building containing 6 apartments; 1 unit having 4 rooms, 2 bedrooms, 1 bath; 5 units having 3 rooms, 1 bedroom, 1 bath.

THEREFORE, the mortgagors do hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage.


Silas Cartland, Jr.


Barbara A. Cartland

04-1005
S203731
Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee
as aforesaid, has caused these presents to be signed by its **Trust Officer**
President, and its corporate seal to be hereunto affixed and attested by its
Trust Officer **Secretary**, this 15 day of May
A.D. 1992.

1st National Bank of Des Plaines

As Trustee as aforesaid and not personally

ATTEST:

I, The undersigned A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Lourdes Martinez personally known to me to be the Trust Officer ~~Breakbank~~ of The First National Bank of Des Plaines corporation, and Adrian J. Billingsley personally known to me to be Trust Officer ~~Breakbank~~ of said corporation and personally known to me to be the same person whose name was subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Trust Officer ~~Breakbank~~ and Trust Officer ~~Breakbank~~, they signed and delivered the said instrument as Trust Officer ~~Breakbank~~ and Trust Officer ~~Breakbank~~ of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 21st day of May , A.D. 1992

My Generation: Mexico

OFFICIAL SEAL
Kelley A. Morris
Kingsbury County Sheriff
Kingsbury County Sheriff
Kingsbury County Sheriff

Books are delivered by East River Book Co. of Brooklyn,
a general dealer, but one of the largest and best
in the country, dealing in every class of book, and
is well known and popular in the trade. The
books are delivered at the door, and the bill is paid
on delivery.

10. The following table gives the results of the experiments made by the author.