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03404065

Smith, W. Mauldin
Smith & Associates
355 E. Bowen Ave.
Doc. 26197610
Doc. 26173864
Doc. 26173863

Chgo. IL.
\$384.58 4/12/82
\$274.34 3/17/82
\$3,369.16 3/17/82

Smith, W. Mauldin
Smith & Associates
65 E. So. Water
Doc. 25951453
Doc. 25673212

Chgo. IL. Suite 800
\$1,703.55 7/28/81
\$2,870.68 11/19/80

Smith, W. Mauldin
Smith & Associates
208 S. La Salle St

Chgo., IL. 5/7/78

Smith, Mary Lou & John D.
13731 Eggleston
~~Doc. 25404548~~
Doc. 25406478

Riverdale, IL
~~\$882.16~~
\$1,118.18

~~5/27/80~~
3/28/80

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Smith, Mary Lee
Smith Maid Service
2850 N. Sheridan Road
Doc. 25750492

Chgo., IL.
\$7,642.09

1/26/81

Smith, Mary & Cleveland
11549 S. May
Doc. 26108650

Chgo., IL.
\$1,018.61

1/11/82

Smith, Mary & Wardell
9660 S. Oglesby
~~Doc. 26238780~~

Chgo., IL.
\$2,300.11

~~9/24/82~~

Smith, Mary & Clifford
1056 W. 14th St.
Doc. 26290389

Chgo., IL.
\$2,451.33

7/15/82

Smith, Mary & Solomon
747 N. Lotus
Doc. 26298403

Chgo., IL.
\$1,400.68

7/22/82

Smith, Mary M.
7321 S. Constance
Doc. 26370814

Chgo., IL.
\$1,602.25

10/4/82

Smith, Mary & Tommie L.
6730 South Shore Dr.
Doc. 26783873
Doc. 27037974

Chgo., IL
\$15,864.06
\$15,864.06

9/20/83
4/10/84

Smith, Richard & Mary
8511 S. Ada
Doc. 26688967

Chgo. IL.
\$2,705.31

7/15/83

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0 3 4 8 4 0 6 5

EW

In Register of Title;
From: Steve M. Wolf, attorney for bearer
of note (Carole Hess)

Date: 12-16-85

Address to Trust Account
EW

On April 25, 1985, Wayne A. Smith
and Mary S. Skryp-Smith, his wife
were purchasers of property
commonly known as 1106 S. Austin
Blvd., Oak Park, Ill. The Seller,
Carole Hess was given a signed
Trust deed and note in lieu of
\$3,424.70, an amount, owed her
at the closing by Mr. and Mrs. Smith.

The note was due and
payable on May 11, 1985, sixteen days
after closing. It was not registered
prior to May 11, 1985,
and when requested by
Chicago Title and Trust Co. to identify
the note they refused since they
will not identify a note that
has already matured.

At all times since April
25, 1985, the note has been in the
possession of Steve M. Wolf,
attorney at law, who has identified
the note as number 1,001.

Now, therefore, Steve M. Wolf,
as attorney for Carole Hess, and her
successors, shall, at all times, indemnify
and save harmless the Registrar of
Title, Cook County, Illinois, against all
loss or damage to same, arising by
reason of acceptance and registration

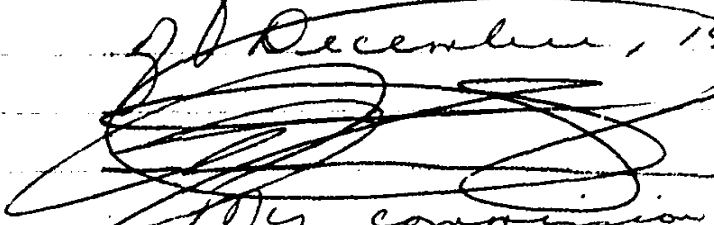
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I said Trust Deed and affidavit
 affixed thereto and the registering
 of same on the Survey Certificate
 of Lot # ~~_____~~, and in
 relation to premises described
 therein, and all costs, charges,
 damages and expenses, and all claims
 and demands of every kind and
 nature, actual, cause of action,
 suits and controversies, whether
 pending or otherwise arising
 therefrom

By: J. M. Wolf
 Attorney for Applicant
 3233 W. Ar. Hg. Rd.
 Arlington Hg., Ill
 60004

Subscribed and sworn to
 before me this 16 day
 of December, 1985


 My commission expires
 3/27/85

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TRUST DEED



CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 25 1985 between Wayne A. Smith and Mary H. Skryp-Smith, his wife herein referred to as "Mortgagors", and Chicago Title and Trust Company, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

Three Thousand Four Hundred and 70/100 (3424.70) DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on May 11, 1985 with interest thereon from April 25, 1985 until maturity at the rate of 10 1/2% per cent per annum, payable semi-annually on the day of and of in each year; all of said principal and interest bearing interest after maturity at the rate of 12% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the office of

James M. Wolf, 333 N. Arlington Hts. Rd., Apt. Hgts, IL 60004 in said City, NOW, THEREFORE, the Mortgagors do secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Cook County, ILLINOIS, to wit:

LOT 10 (EXCEPT THE EAST 7 FEET TAKEN FOR WIDENING AUSTIN AVENUE) IN BLOCK 16 IN AUSTIN PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT WAS PREPARED BY

LENE M. WOLF 333 N. Arlington Hts. Rd. Apt. Hgts, IL 60004

PERMANENT TAX NO. 16-17-331019-000

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with ch said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand our and seals of Mortgagors the day and year first above written.

Signatures of Mortgagors: Wayne A. Smith and Mary Skryp-Smith, with seals.

STATE OF ILLINOIS,

County of Cook

Notary Public section: I, James M. Wolf, a Notary Public in and for the residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT Wayne A. Smith and Mary Skryp-Smith, his wife

who are personally known to me to be the same person whose name 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.

Given under my hand and Notarial Seal this 25 day of April, 1985.

Notarial Seal

Signature of Notary Public: James M. Wolf

Subject to possible U.S. Federal Tax Lien

NOTE IDENTIFIED

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1/30/15
143015

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Submitted by

Address

Property

Deed

Act

Dec 16

2 20 PM

Notified

Address

Notified

Sanchez

Lawm. W. V. V.
3233 N. Dwight St.
Suite 103
Chicago, IL 60641

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ADJUSTABLE RATE RIDER 4 0 6 5.
(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 10th day of December, 19 85, 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 SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

316 N. Gibbons Avenue, Arlington Heights, Illinois 60004

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S 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 RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9%. 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 March, 19 87, 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 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index 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 Nine Tenths percentage points (2.90%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11% or less than 7%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my 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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..... (Seal) -Borrower

..... (Seal) -Borrower

HELEN I. SOPER

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.