# 1489705

### **UNOFFICIAL COPY**

0 3 4 8 9 7 0 5

RIDER "A"

#### INTEREST RATE, DEFAULT INTEREST RATE AND INTEREST RATE PLUCTUATION

The interest rate being charged on this Trust Deed and Note will at all times be equal to the prime rate as quoted in The Wall Street Journal - Noney Rates section, plus 1½ % as said rate may fluctuate daily. If at any time The Wall Street Journal - Money Rates section quotes more than one prime rate and/or quotes a range of prime rates, the interest rate being charged on this Trust Deed and Note will be equal to the highest prime rate then being quoted in The Wall Street Journal - Money Rates section, plus 1½ %. In the eject such prime rate fluctuates either up or down while any portion of the Note shall remain unpaid, the interest rate being charged on this Trust Deed and Note shall be adjusted so that it shall at all times equal the highest prime rate then being quoted in The Wall Street Journal - Money Rates section, plus 1½ % as said prime rate fluctuates daily.

Upon default pursuant to the terms of this Trust Deed or the Note or other collateral accumentation, or after maturity, the default interest rate being charged on this Trust Deed and Note will be equal to the prime rate as quoted in The Wall Street Journal - Money Rates section, plus 5½ % as said rate may fluctuate daily. If at any time The Wall Street Journal - Money Rates section quotes more than one prime rate and/or quotes a range of prime rates, the interest rate being charged on this Trust Deed and Note during a period of default or after maturity will be equal to the highest prime rate then being quoted in The Wall Street Journal - Money Rates section plus 5½ %. In the event such prime rate fluctuates either up or down during a period of default or after maturity, the interest rate being charged on this Trust Deed and Note shall be adjusted so that it shall at all times equal the highest prime rate then being quoted in The Wall Street Journal - Money Rates section plus 5½ % as said prime rate fluctuates daily.

Date: December 17, 1985

JILLIAM G. LAWRENCE

KAREN K. LAWRENCE

Property or Cook County Clerk's Office

# UNOFFICIAL COPY 0 3 4 8 9 7 0 4

### RIDER "B"

TAKE NOTICE: The holder of the note secured by this Trust Deed, at its sole option, reserves the right to extend, modify or renew the note secured hereby at any time and from time to time for an amount up to and including the amount of the original note secured hereby. Notwithstanding the provisions for repayment provided for on the reverse side hereof, this Trust Deed shall remain a lien upon the real estate described herein, in the amount of the original principal due on the note secured hereby until this Trust Deed shall be released of record by the Trustee hereurger. In the event of any extensions, modifications or renewals, Extension Agreements shall not be necessary and need not be filed.

In order to provide for the payment of taxes, the undersigned promises to pay monthly, in addition to the above payments, 1/12th of the annual real estate taxes as estimated by the holder hereof, in such manner as the holder may prescribe, so as to provide the current year's tax obligation on the last day of each such year during the term of this obligation. If the amount estimated to be sufficient to pay said taxes and assessments and other charges is not sufficient, the undersigned promises to pay the difference upon demaid. The said sums are hereby pledged together with any other account of the undersigned in the holder's bank to further secure in sindebtedness and any officer of the bank is authorized to withdraw the same and apply hereon.

The undersigned, acting pursuant to Section 18A of Chapter 77 of the Illinois Revised Statutes hereby waives ary and all rights of redemption from sale under any order of decree of foreclosure of this Trust Deed.

In the event the undersigned transfers the title or any protection of any interest therein, legal or equitable, or if the undersigned executes Articles of Agreement for Deed, or a Contract of Sale for the property described in the Mortgage given to secure this Note, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held, to any person, corporation, or entity other than to the undersigned, or a corporate land trustee holding title solely for the benefit of the undersigned (or his or her spouse), the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable, and upon demand by the holder of this Note, the undersigned promises to pay the same forthwith.

## **UNOFFICIAL COPY**

TRUST DEEDNOFFICIAL COPYSO TO STRUST DEED COPYSO TO STRUCT DEED COPYSO TO STRUST DE COPYSO TO STRUST DE COPYSO TO STRUCT DE COPYSO T

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made

December 17,

1985 , between

WILLIAM G. LAWRENCE

and KAREN K. LAWRENCE, his wife

herein referred to as "Mortgagors," and
AMALGAMATED TRUST & SAVINGS BANK
an Illinois banking 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 Instalment Note herein after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of NINETY FIVE THOUSAND AND NO/100
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of AMALGAMATED TRUST & SAVINGS BANK and delivered, in and by which said Note the
Mortgagors promuse to pay said principal sum plus simple interest from DATE OF DISBURSEMENT at the rate of per cent per annum in instalments of principal and interest as follows: INTEREST ON
INTEREST ONLY PAYABLE MONTHLY
payment of principal and interest, if not sooner paid, shall be due on the 17th day of June 1986 and the principal of each instrument unless paid when due shall bear interest at the rate of * 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 AM ALGAMATED TRUST & SAVINGS BANK in said City,
NOW, THEREFORE, the Mortgagors to 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 perform the covenants and agreements herein contained, by the Mortgagors to be performed and also in consideration of the sum of One Dollar in hand pay, it to receipt whereof is hereby acknowledged, do by these presents CONVEY and WAR-RANT unto the Trustee, its successors and sasigns, the following of scribed Real Estate and all of their estate, right, title and interest therein, situate,
lying and being in the City of Kenilworth County of Cook AND STATE OF ILLINOIS, to wit:
LOT 11 IN KENILWORTH GARDEN ADDITION NUMBER 2 BEING A SUBDIVISION OF THAT PART OF THE NORTH 73 FEET OF THE NORTH 10 ACRES OF THE SOUTH WEST 1/4 OF SECTION 28, OF TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE FRIRD PRINCIPAL MERIDIAN LYING EAST OF RIDGE ROAD ALSO THAT PART OF THE SOUTH 20 20/100 ACRES OF THE NORTH WEST 1/4 OF SAID SECTION 28 LYING EAST OF SAID RIDGE ROAD IN KENILWORTH IN COOK COUNTY.
* See Rider "A" attached hereto and made a part her of for the Interest Rate, Default Interest Rate and Interest Rate Fluctuation Provisions.
Tax I. D. No. 05-28-109-020-0000 THIS IS A JUNIOR MORTGAGE.
This Trust Deed is also subject to the terms and provisions of the attached "Rider B".
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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 piedged primarily and on a sarily with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, the old conditioning, water, light, shades, atom doors and windows, floor coverings, inside beds, and ventilation, including (without restricting the organics) screens; window said real estate whether physically stateched 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 want the said trusts and benefits the Mortgagors do hereby expressly release and by virtue of the Homestead Exemption Laws of the State of thing is which 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 and seal of Mortgagors the day and year first above written.

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 mort gagors, their heirs, successors and assigns.

With here hand and seal of Mortgagors the day and year first above written.

WILLIAM G. LAWRENCE

SEAL]

STATE OF ILLINOIS.

ISSUE A Notery Public in and for and residing in said County. In the State aforesaid, DO HEREBY CERTIFY THAT County of Deep County

THE COVENANTS, CONDITION ON PAGE 1 (THE ve (se side of this trust deed) 1. Mortgagors shall (1) promptly repair restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed: (2) keep said premises in good condition and repair, without waste, and tree from mechanic's or other items or claims for item not expressly subordinated to the lien hereot. (3) pay when due, any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; 141 complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; 151 comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof. (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer serve except as required on the repair of the note duplicate receipts, therefor. To prevent default, hereunder, Mortgagors, shall pay. In, full under protest, in the manner provided by statute, any tax or assessment, which Mortgagors shall keep all buildings and improvements now orthereafter situated on said premises insured against loss or damage by fire, highing the same or to pay In full the Indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies providing tor payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay In full the Indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies povalue, and shall deliver all policies, including additional and remeal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies, including additional and renew 4. In case of default therein. Trustes or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgingors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior cheumbrances, if any, and purchase, discharge, compromise or settle any tax lion or other prior lien or title or claim thereof or redeem from any tax sale or forfeiture affocting said premises or contest any tax of assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attor, says fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus feasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereons at the rate of the note shall never be considered as a waiver of any right according to them on account of any default hereunder on the part of Mortgingors. Immediately did and physics without notes the with interest, thereon at 178 rate of the per can be annihil never be considered as a wilver of any right accruing to them on account of any default hereunder on the part of Mortgagors. The Trustee or the holders of the note hereby exceed making an pryment hereby authorised relating to the care of an economic of such bill, statement or estimate or the part of such bill, statement or estimate or the part of such bill, statement or estimate or the part of such bill, statement or estimate or the part of such bill, statement or estimate or the part of such bill, statement or estimate or the part of such bill, statement or estimate or the part of such bill, statement or estimate or the part of such bill, statement or estimate or the part of such bill, statement or estimate or the part of such bill, statement or estimate or the part of such bill, statement of the note of the note and without notice to Mortgagors, all unpaid indebtedness escured by this trust deed stall in the perform one of any other agreement of the Mortgagors berein contained. When default shall occur and continue for three shall in the perform one of any other agreement of the Mortgagors berein contained. When default shall occur and continue for chreeks in the decree for sails all expenditures and expenses which may be part of the note of sails and expenditures and expenses which may be part of sails and the performance of sails and expenditures and expenses of the note of sails and expenses of the sails of the note for altorneys fees. Trust as fees, apprinters fees, outlays for documentary and expent evidence, stenographers charges, publication costs and costs (which may be est mixed at in times to be expended after ontry of the decree) of procuring all such districts of tille, tille searches note may deem to be reason tole accounts of the trust deed or any judebtedness here my southed to procure and the process of the court of such right to forcelose which may be had pursued to or the premises of th 10. No action for the enforcement of the lien or of any provision hour shall be subject to any defense which would not be good and available to party interposing same in an action at law upon the hote hereby secured. the party interposing same in an action at law upon the hole hereby secured.

Trustee or the holders of the note shall have the right to in sect the premises at all reasonable times and secess thereto shall be permitted for that purpose.

11. Trustee has no duty to examine the title, location; existence, or confidence in the premises, nor shall. Trustee he obligated to record this trust deed or to exercise any power herein given unless expressly obligate hy 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 agent, or employees of Trustee, and it may require indemnities satisfactory in it before exercising any power herein given.

12. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebted-ishall, either before or after maturity thereof, produce and exhibit to Trustee the note representation for all indebtedness hereby secured has been fully paid; and Trustee may execute and up ver a release hereof to and at the request of any person who ishall, either before or after maturity thereof, produce and exhibit to Trustee the note representation Trustee may accept as the genuine note herein described any note which bears a certificate indentification purporting to be executed by a prior trustee hereunder or which conforms in substance with the described in herein contained of the note and which purpours to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trust et all it has never executed and excited and which conforms in substance with the described herein, it may accept as the genuine note here in described any note which may be presented and which conforms in substance with the described herein, it may accept as the genuine note her in described any note which may be presented and which conforms in substance with the described herein, it may accept as the genuine note her in conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registral of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Registral of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical viet, powers and subority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts persons and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons as a fall persons liable for the payment of the indebtedness or say part thereof, whether or not such persons shall have executed the not in this trust deed.

16. The indiders of the note secured by this trust deed at their sols option, reserve the right to extend more interesting the results of the indebtedness hereby as any time and from time to time. This trust deed shall secure any and all renewals or extension of the whole or any part of the indebtedness hereby secured in wear of the whole or any part of the story change in the terms or rate of interestinal not impair in any manner the validity of or priodity. It is trust deed nor release in agreements shall not be necessary and need not be filed.

16. Mortgagors agree that until said note and need not be filed.

17. Mortgagors agree that until said note and need not be filed.

18. Mortgagors agree that until said note and any extension or release any and all other as bedieness of Mortgagors. 17. Mortgagors agree that until said not and any extension or renewal thereof and also any and all other no bedense of Mortgagors to the holders of the note, heretofore or herenfter incurred, and without regard to the nature thereof, shall have no read in full, Mortgagors will not, without the prior written consent of the holders of the note (1) create or permit any lien or other encument of the holders of the note (1) create or permit any lien or other encument of the note of the See Rider "A" attached hereto and made a part hereof for the Default Interest Rate Provisions. The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 3.3.3.3.3. IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND AMALGAMATED TRUST & SAVINGS BANK, as Trustee LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE Assistant Secretary
Assistant Vice President
Assistant Trust Officer THE TRUST DEED IS FILED FOR RECORD. A 1 1 100 ver certif.to  $\mathbf{D}$ Paula F. Stepter: 1885 NAME FOR RECORDERS INDEX PURPOSES (INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 5 È TAN L STREET 1 dup  $\mathbb{F}\mathbf{v}$ city Chicago, Illinois 60003 417 Ridge Road D ·F. Kepilworth, Illoo60043 98, WY En 11 R  $\odot$ CO INSTRUCTIONS 31 valdid RECORDER'S OFFICE BOX 1981 9

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