

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 54667 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay 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 hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

UNOFFICIAL COPY

3598092

LA SALLE NATIONAL BANK, Tr/U/Tr
 ATTEST: [Signature] & Not Personally
 ASSISTANT SECRETARY ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS)
) 88
 COUNTY OF COOK

I, Nancy G. Southoff a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Cornelia Bek Assistant Vice President of LA SALLE NATIONAL BANK, and RITA SLIMM WELTER Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of March A.D. 1987

[Signature]
 Notary Public

My Commission Expires 4-28-88

ADJUSTABLE RATE LOAN RIDER

552-5112

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 6th day of March 19 87 and is incorporated into and shall be deemed a part of the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to NATIONAL BANK (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at Berwyn, IL 60402

Modifications In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 8.75%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on April 1 19 87 and on that day of the month every month thereafter.

Changes in the interest rate are governed by changes in the **ANNUAL PERCENTAGE RATE (APR)** which is equal to the Index Rate plus 1.25 percentage points. The Index Rate is the Reference Rate as announced and published from time to time by First National Bank and Trust Company in effect on the last day of each month. Changes in the APR, as aforesaid, shall take effect prospectively as of the first day of the month following any change in the Index Rate.

There is no maximum limit on changes in the interest rate at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the amount of other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then (A) any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limit, and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Borrower may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Borrower.

C. PRIOR LIENS

If Lender determines that all or part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, and the existence and priority of which the Lender has not previously consented to in writing, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to the Security Instrument.

D. TRANSFER OF THE PROPERTY

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien which is subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note. If there is a transfer of the Property subject to this paragraph, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit) or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate.

By signing this, Borrower agrees to all of the above.

SEE LENDER'S RIGHTS ATTACHED HERETO AND MAILING LABEL ON BACK OF NATIONAL BANK, 17170/17171 UNIT 00

x on trust deed

and known as Trust of [unclear]
by [Signature]

at test: [Signature]
Borrower: ABMYT

UNOFFICIAL COPY

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TRUST DEED SECOND MORTGAGE (ILLINOIS)

3598092

THIS INDENTURE WITNESSETH THAT LaSalle National Bank, A/T/U/T/A dated July 10, 1978 and known as Trust # 54667

(hereinafter called the Grantor), of 3705 Clinton Berwyn, IL 60402 (No. and Street) (City) (State)

for and in consideration of the sum of \$ 40,000.00 FORTY-THOUSAND DOLLARS AND 00/100 - - - - Dollars

in hand paid, CONVEY TO Gary-Wheaton Bank of 120 E. Wesley Wheaton, IL (No. and Street) (City) (State)

as Trustee, and in consideration of the following described real estate, with the improvements thereon, including all heating, air conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of DuPage and State of Illinois, to wit:

Above Space For Recorder's Use Only

The North Forty (40) feet of the South Seventy Five (75) feet of LOT TEN (10) In Block Forty Eight (48) in the Subdivision of Blocks 45, 47, 48, 49, 50, 51, and 52 in Circuit Court Partition in Section 31, Township 39 North, Range 13, East of the Third Principal Meridian.

PIN 16-31-321-002

F00 T1

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN TRUST, notwithstanding, for the purpose of securing performance of the covenants and agreements hereon.

Whereas, The Grantor has duly indebted upon a principal promissory note bearing even date here with, payable to the order of GARY WHEATON BANK in the principal amount of \$ 40,000.00, providing for monthly payment of interest, with the balance of the indebtedness, if not sooner paid, due and payable on the fifth anniversary hereof. The terms of said promissory note are incorporated herein as though fully set forth.

THE GRANTEE covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as here provided in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises, and if same have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings and improvements on said premises in good repair and in compliance to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee or Mortgagee, and second, in the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or pay (here on) any tax lien or title affecting said premises, or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Grantor agrees to repay immediately without demand, and the amount of interest thereon from the date of payment as provided in said note shall be so much additional indebtedness accrued hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach as provided in said note shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by its express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentals, evidence, stenographer's charges, cost of procuring or completing abstract showing the whole of said premises embracing foreclosure decree, shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take the possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

This Deed of Trust is given to secure a revolving credit loan

The name of a second grantor is: LaSalle National Bank A/T/U/T/A dated July 10, 1978 and known as Trust # 54667

IN THE EVENT of the death or removal from said DuPage County of the grantee, or of his resignation, refusal or failure to act, then Gary-Wheaton Bank of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to First Mortgage at Central Federal Savings and Loan Association

Witness the hand of and seal of the Grantor this 6th day of March 19 87

LaSalle National Bank, A/T/U/T/A dated July 10, 1978 and known as Trust # 54667

Please print or type name(s) below signature(s)

by: Kathleen M. Patterson Gary-Wheaton Bank 120 E. Wesley Wheaton, IL (NAME AND ADDRESS)

This instrument was prepared by

Kathleen M. Patterson Gary-Wheaton Bank 120 E. Wesley Wheaton, IL (NAME AND ADDRESS)

Box 430

3598092

NOTE IDENTIFIED C 4426

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UNOFFICIAL COPY

3598092

3598092

MAR 11 AM 10:34
HARRY (BUS) YORELL
REGISTRAR OF TITLES

7506794
IN DUPLICATES

State of Illinois
Cook County
Notary Public
E. J. ...
E. J. ...
E. J. ...

STATE OF _____
COUNTY OF _____
I, _____
in the State of _____ DO HEREBY CERTIFY that _____

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 _____ signed, sealed and delivered the said
instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and
waiver of the right of homestead.

Given under my hand and official seal this _____ day of _____, 19 _____

(Imprint Seal Here)

Notary Public

Commission Expires _____

Property of Cook County Clerk's Office

BOOK No.

SECOND MORTGAGE
Trust Deed

11