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PREPAYMENT PENALTY

Mortgagor shall have the right, at its option, to prepay the Note in whole at any time upon its delivery to the Bank, at least thirty (30) days prior to the date selected for prepayment, of a written notice indicating its intent to prepay the Note in full (the "Notice"). In the event that: (i) the principal due hereunder is to be prepaid for any reason whatsoever, whether by declaration, acceleration or otherwise; and (ii) the "United States Treasury Rate" (as hereinafter defined) is less than eight and fifteen/hundredths percent (8.15%). First Party shall pay to the Bank, in addition to all other sums due hereunder, a Prepayment charge equal to the difference between (a) the present value of the interest payments on the prepaid principal balance accruing at the Interest Rate from the date of prepayment to the Maturity Date, compounded monthly, and (b) the present value of the interest payments on the prepaid principal balance accruing at a fixed rate of interest equal to the United States Treasury Rate plus two and ten/hundredths percent (2.10%) from the date of prepayment to the Maturity Date, compounded monthly. The term "United States Treasury Rate" shall mean a rate of interest per annum, rounded downward to the nearest 1/100 of one percent, equal to the average annual yield the Bank could obtain by purchasing on the date fifteen (15) business days prior to the date of prepayment those three (3) United States Treasury Securities with semi-annual interest payments maturing closest to the Maturity Date. The discount rate employed to arrive at the present value calculations shall be the United States Treasury Rate. The amount due the Bank pursuant to this Prepayment charge shall be due and payable on the date of prepayment.

As an example, if (1) Mortgagor notified the Bank on December 1, 1994 of its intent to prepay the Note on January 1, 1995 (the date of prepayment), the Note had a maturity date of January 1, 1997 the Interest Rate on the Note was 10.25% and the Note had an unpaid principal balance of \$75,000.00; and (2) on December 15, 1994 United States Treasury Securities maturing during December, 1996 carried a yield of 6.40%, United States Securities maturing during January, 1997 carried a yield of 6.38%, then the United States Treasury Securities maturing during February, 1997 carried a yield of 6.42%, then the United States Treasury Rate would be 6.40% and the Prepayment charge would be \$1,653.72.

FINANCIAL INFORMATION

Mortgagor shall provide the Bank with financial information during the term of the loan which will include, but not be limited to, financial statements and tax returns of the Mortgagor and statements of income and expenses for the Property. Mortgagor also agrees to make the books and records of the Property available for inspection by the Bank if so requested. In addition, Mortgagor agrees to provide the Bank with copies of any leases pertaining to the Property.

DUE ON SALE

Any sale, conveyance, transfer, pledge, mortgage or other encumbrance of any right, title or interest in the Premises or any portion thereof, or any sale, transfer or assignment (either outright or collateral) of all or any part of the beneficial interest in any trust holding title to the Premises, without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder, in which event the holder of the Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs; PROVIDED, HOWEVER, that sales, conveyances or transfers are permissible when and if the transferee's creditworthiness and management ability are satisfactory to the Mortgagee, and the transferee has executed any and all assumption documents and satisfied any and all other requirements of the Mortgage prior to such sale, conveyance or transfer.

LATE CHARGES

Notwithstanding anything to the contrary herein, any deficiency in the amount of the total principal and interest payment shall, unless paid by the First Party prior to the expiration of fifteen days after the due date of such payment, constitute an event of default under this mortgage. The mortgagee may collect a late charge" not to exceed ten percent (10%) of said total monthly payment of principal and interest, to cover the extra expense involved in handling delinquent payments.

WAIVER OF STATUTORY RIGHTS

Mortgagor shall not and will not apply for or avail himself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Trust Deed but hereby waives the benefit of such laws. Mortgagor for himself waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the mortgage on behalf of the Mortgagor, and the Borrower.

OPERATING ACCOUNT

During the term, Mortgagor agrees to maintain at the Bank a demand deposit account which shall be used for all financial transactions pertaining to the Property.


Peter Paraskevoulakos

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Assistant Vice President

COMMERCIAL NATIONAL BANK OF CHICAGO

ASST. SECRETARY (SEAL)

(SEAL)

ASST. VICE PRESIDENT (SEAL)

(SEAL)

Peter Paraskevoulakos

WITNESS the hands and seals of the undersigned this 30th day of April 1987

3. All other terms and conditions of the original installment Note and Trust Deed referred to above shall remain in full force and effect.

2. Notwithstanding anything to the contrary herein, any delinquency in the amount of the total principal and interest payment shall, unless paid by the mortgagor prior to the expiration of 15 days after the due date of such payment, constitute an event of default under this mortgage. The mortgagee may collect a "late charge" not to exceed TEN percent (10%) of said total monthly payment of principal and interest, to cover the extra expense involved in handling delinquent payments.

As a valid subsisting obligation of the mortgagor with \$75,000.00 being the unpaid balance of the principal due thereon, as of this date, with interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of TEN & ONE QUARTER (10.25%) per cent per annum; the principal of each of said installments unless paid when due shall bear interest after maturity at the rate of TWENTY (20%) per cent per annum; that there are no defenses or offsets against said obligation and that payment of the remainder of the principal and interest thereon will be due in the following manner: ONE THOUSAND SIX HUNDRED THREE AND NO/100 (\$1,603.00) Dollars on the first day of May, 1987 AND ONE THOUSAND SIX HUNDRED THREE AND NO/100 (\$1,603.00) Dollars on the first day of May, 1987 thereafter until this Note is fully paid except that final payment of principal and interest, if not sooner paid, shall be due on the first day of April, 1992. All such payments on account of the indebtedness evidenced by the Note and this Modification Agreement shall be first applied to interest on the unpaid principal balance and the remainder to principal.

LEGAL PROVISIONS OF REAL ESTATE LOAN AGREEMENT MODIFYING REPAYMENT PROVISIONS OF REAL ESTATE LOAN TORRENS

1. The installment Note of the borrower to the Bank dated August 17, 1977, in the original amount of \$120,000.00 secured by a Trust Deed dated August 17, 1977, and registered/recorded September 8, 1977, in the Office of Cook County, Illinois as Document Number 2965550, also secured by an assignment of estate and premises situated in the County of Cook, State of Illinois; and being legally described as follows: Lot seven (7) in Reinberg's North Channel Subdivision in the Southwest quarter of Fractional Southeast quarter of Section 36, Township 41 North, Range 13, East of Third Principal Meridian, lying South of the Indian Boundary Line, in Cook County, Illinois. PIN: 10 36 322 007 0000 EMO

COMMERCIAL NATIONAL BANK OF CHICAGO, A National Banking Association, organized and existing under the laws of the United States (herein called the Bank), and the undersigned Peter Paraskevoulakos, married to Kathy Paraskevoulakos

REAL ESTATE LOAN NO. 1303-7 3677364

TORRENS TITLE

