

# UNOFFICIAL COPY

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010 HISTORIC

CONSTRUCTION LOAN--SIX (6) MONTHS--INTEREST ONLY SHALL BE PAYABLE MONTHLY AND SHALL BE CALCULATED ON THE ACTUAL DOLLARS USED DURING THAT MONTH. CONSTRUCTION LOAN IS DUE AND PAYABLE ON FEBRUARY 1, 1989.

THIS NOTE SHALL CONSIST OF TWO (2) OBLIGATIONS: (1) THE CONSTRUCTION LOAN. (2) THE PERMANENT FINANCING. FOR THE PERMANENT FINANCING PHASE TO BE EFFECTIVE, THE CONSTRUCTION LOAN MUST BE PAID WHEN DUE AND THERE MUST BE NO DEFERRED RELEASES AGREED. THE INTEREST RATE OF THE CONSTRUCTION LOAN SHALL BE BASED UPON THE ACTUAL AMOUNT DRAWN FROM TIME TO TIME WHICH SHALL NOT EXCEED SEVEN HUNDRED TWENTY FIVE THOUSAND AND NO 00/100ths (\$725,000.00). INTEREST SHALL BE PAYABLE MONTHLY. THE ENTIRE BALANCE UNDER THE CONSTRUCTION LOAN IS DUE AND PAYABLE ON FEBRUARY 1, 1989.

PERMANENT FINANCING--SAID PRINCIPAL SUM OF SEVEN HUNDRED TWENTY FIVE THOUSAND AND NO 00/100ths--(\$725,000.00)--AND INTEREST OF 10-3/4% PAYABLE IN INSTALLMENTS OF PRINCIPAL AND INTEREST OF SEVEN THOUSAND THREE HUNDRED SIXTY AND 43/100ths--(\$7,360.43) PER MONTH BEGINNING ON THE 1ST DAY OF MARCH, 1989, AND ON THE 1ST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL THIS NOTE IS FULLY PAID EXCEPT THAT THE FINAL PAYMENT OF PRINCIPAL AND INTEREST, IF NOT SOONER PAID, SHALL BE DUE AND PAYABLE ON THE 1ST DAY OF FEBRUARY, 1992. ALL SUCH PAYMENTS ON ACCOUNT OF INDENTURES BURDENED BY THIS NOTE SHALL BE FIRST APPLIED TO INTEREST IN THE UNPAID PRINCIPAL BALANCE, AND THE REMAINING PRINCIPAL,

Lot 2 in C-8 subdivision, 1/4 subdivision in the west 1/2 of the southeast 1/4 of section 30, township 41 north, range 12 east, of the third principal meridian, in cook count, ill.

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The undersigned mortgagor(s) covenants and agrees to pay to the mortgagee or bearer himself, at each principal instalment payment date, until the indebtedness secured by the mortgage is fully paid, an additional sum equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises and one-twelfth (1/12th) of the annual premium for insurance carried in connection with said premises; all as estimated by the mortgagee or bearer, the mortgagor, concurrently with the disbursement of the loan, will also deposit with the mortgagee or bearer an amount based upon the taxes and assessments as ascertainable or so estimated by the mortgagee, for taxes and assessments on said premises, on an accrued basis, for the period from January 1, succeeding the year for which all taxes and assessments have been paid to and including the date of the first deposit in this paragraph hereinabove mentioned. Such tax and insurance deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments and renewal of such insurance policies, on said premises next due and payable when they become due. If the funds so paid and deposited are insufficient to pay for such purposes, the mortgagor shall within ten (10) days after receipt of demand therefore pay said deposit such additional funds as may be necessary to pay such taxes, assessments and insurance premiums in full. It shall not be obligatory upon the mortgagee or bearer to inquire into the validity or accuracy of any said items before making payment of the same and nothing herein contained shall be construed as requiring the mortgagee or bearer to advance other monies for said purposes, nor shall the bearer incur any personal liability for anything it may do or omit to do hereunder.

The undersigned reserves the right to copy this note in whole or in part any time, but the mortgagee may require payment of not more than six (6) months advance interest on that part of the aggregate amount of all prepayments on the note, in one year, which exceeds twenty per cent (20%) of the original principal amount of the loan.

It is expressly agreed and understood by and between the parties hereto that in the event of the sale of the property, creation of Articles of Agreement, transfer of title or change in the beneficial ownership to the aforementioned described real estate, without the prior written approval from the holder of the note secured by this instrument, then if the option of the holder of the note, the entire unpaid balance due on or under this instrument, together with accrued interest thereon, shall immediately become due and payable in full without notice to anyone.

## TERM OF LOAN THREE (3) YEARS SUBJECT TO THE FOLLOWING:

- 1) At maturity, the mortgagors, at their option may extend the term of this loan for yet an additional (3) three years, with payments continued to be based on the original amortization period.
- 2) At the end of (6) six years, the mortgagors, at their option may extend the term of this loan for yet an additional three (3) years, with payments continued to be based on the original amortization period.
- 3) Provided, however, that each time the mortgagor exercises the option to extend, the Bank may elect to lower or increase the interest rate or to continue to offer the same rate, if the rate is to be increased, it may be adjusted only to a level that is 1 1/2 percentage points higher than the effective or yield rate then applicable to United States Government securities maturing in approximately three years.
- 4) The monthly payment after such extension shall be adjusted to reflect any change in interest rate.
- 5) A renegotiation fee of ONE-HALF of the current loan balance will be due and payable to the bank for each extension in the event the mortgagors elect to extend the loan beyond its original maturity.

In the event the mortgagor fails to make a payment of any instalment of principal and interest as agreed, and such default continues for 30 days, the holder reserves the right in such event to assess a charge of 5% of the principal and interest amount of such delinquency payment as a "LATE CHARGE", the foregoing right being in addition to all other rights and remedies granted to the holder hereof.

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This rider attached to Trust Deed dated August 5, 1968 between PARKWAY BANK & TRUST CO. as Trustee under Trust No. 8834 dated July 16, 1963 and Parkway Bank and Trust Company expressly is made a part hereof.

In the event of the commencement of judicial proceedings to foreclose this mortgage, Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on behalf of Mortgagor and each and every person it may legally bind, acquiring any interest in or title to the premises after the date of the execution of this mortgage, and Mortgagor, for itself its successors and assigns and for all it may legally bind, agrees that when sale is had under any decree of foreclosure of this mortgage, upon a confirmation of such sale, the trustee in chancery or other officer making such sale, or his successor in office, shall be and is directed to execute and deliver to the purchaser at such sale, a deed conveying the premises, showing the amount paid therefor, and if purchased by a person in whom there is no interest, the amount of his bid therefore.



