

# UNOFFICIAL COPY

## AMORTIZATION FORM OF TRUST DEED

70680-1

BOOK NUMBER INDEX 3 5 1 0 5 85 105 970

1985 JUL 17 PM 2:06 85105970  
THE ABOVE SPACE FOR RECORDER'S USE ONLY

10-03 543-221  
 THIS INDENTURE, Made July 11, 1985, between PARKWAY BANK AND TRUST COMPANY  
 not personally but as Trustee under the provisions of a Deed or Deeds in trust  
 duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated June 21, 1985  
 and known as trust number 7286 herein referred to as "First Party," and Chicago Title  
 and Trust Company, an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date  
 herewith in the Principal Sum of Seventy Thousand (\$70,000.00) Dollars,

made payable to HELLER NATIONAL BANK OF GREECE, S.A. Chicago Branch  
 which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust  
 Agreement and hereinafter specifically described, the said principal sum and interest from date hereof  
 \* on the balance of principal remaining from time to time unpaid at the rate of  
 per cent per annum in installments as follows: \$1,138.00 or more

Dollars on the 11th day of August 1985 and \$1,138.00 or more

Dollars on the 11th day of each month thereafter until said note is fully paid except that the  
 final payment of principal and interest, if not sooner paid, shall be due on the 11th day of July  
 1990. All such payments on account of the indebtedness evidenced by said note to be first applied to  
 interest on the unpaid principal balance and the remainder to principal, provided that the principal of each  
 installment unless paid when due shall bear interest at the rate of seven 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 National Bank of Greece, S.A. Chicago Branch, in said City.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by  
 these presents grant, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and  
 being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 10 in Block 2 in Culver Park, being E. H. Gammon's Subdivision of  
 Lots 1 and 2 of Marbach and Other's Subdivision of the South East 1/4 of  
 the South West 1/4 of Section 7, Township 40 North, Range 14 East of  
 the Third Principal Meridian, in Cook County, Illinois.

\* Two percent (2%) over the prime rate of interest charged by National Bank  
 of Greece, S. A., Chicago Branch, with a minimum rate of 11½% per annum,  
 as specified in the Installment Note.

\*\* Three percent (3%) over the prime rate of interest charged by the National  
 Bank of Greece, S.A., Chicago Branch, as specified in the Installment Note.

Tax I.D.#14-07-325-031

Common Address:  
 4834 N. Damen Avenue, Chicago, Illinois

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 First Party, its successors or assigns may be entitled thereto (which may become demised or be detached); (2) keep all premises  
 in good condition and repair without waste and free from encumbrance or other liens or claims for fees not expressly so provided for in the law, or  
 (3) pay when due any indebtedness which may be accrued by a lien or charge on the premises superior to that hereof, and upon written notice  
 satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or  
 addition now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect  
 to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance;  
 (7) pay before the penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges  
 against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full  
 under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improve-  
 ments now or hereafter erected or maintained on the premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment  
 by the insurance companies of indemnitees entitled to sue thereon in the event of a loss or damage, or otherwise to pay in full the indebtedness secured by  
 by all such policies, and to pay to the holders of the note under insurance policies payable in case of loss or damage to Trustee or to the holders of the  
 note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver renewal policies not less than ten days prior to the  
 respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth  
 in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior circumstances, if any,  
 and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affect-  
 ing said premises or contest any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in con-  
 nection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and  
 the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be no much addi-  
 tional indebtedness accrued hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly refile,  
 refurnish or replace any building or improvement now or hereafter on the premises which may become demised or be detached; (2) keep said premises  
 in good condition and repair without waste and free from encumbrance or other liens or claims for fees not expressly so provided for in the law, or  
 (3) pay when due any indebtedness which may be accrued by a lien or charge on the premises superior to that hereof, and upon written notice  
 satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or  
 addition now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect  
 to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance;  
 (7) pay before the penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges  
 against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full  
 under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improve-  
 ments now or hereafter erected or maintained on the premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment  
 by the insurance companies of indemnitees entitled to sue thereon in the event of a loss or damage, or otherwise to pay in full the indebtedness secured by  
 by all such policies, and to pay to the holders of the note under insurance policies payable in case of loss or damage to Trustee or to the holders of the  
 note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver renewal policies not less than ten days prior to the  
 respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth  
 in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior circumstances, if any,  
 and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affect-  
 ing said premises or contest any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in con-  
 nection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and  
 the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be no much addi-  
 tional indebtedness accrued hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent.

DELIVERY AND PREPARED BY :

NAME: Bishop & Callas  
 ADDRESS: 101 N. Virginia  
 CITY: Crystal Lake, IL 60014

Permanent Tax No. 14-07-325-031-0000 (9)

or RECORDER'S OFFICE BOX NO. 333

for information only insert street address of above described  
 property. / 4834 N. Damen Ave.  
 Chicago, IL

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2. At the option of the holders, it shall not give notice to the Noteholders, or to any of them, of any unpaid indebtedness secured by this trust note, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure on First Party or its successors or assigns to pay any amount specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the first day of such default.

4. When the Indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to liens to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Terraas certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional Indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, as account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereto; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns as their rights may require.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of all premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the true value of the premises or whether the same shall then be occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be reclamation or not, as well as during any further time when the Particulars, successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of such period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclose sale; (2) the deficiency in case of a sale and deficiency.

to the lien holder of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and execution; (3) Trustees as the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose; (4) Trustees has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustees be obligated to record this trust deed.

3. Trustee has no power to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to account for the trust assets to exercise any power herein given unless expressly obligated by 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 agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

4. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indenture fees secured by this trust deed have been fully paid; and Trustee may execute and deliver to Trustee at the request of any party to be dealt with either before or after maturity of the note, power and authority to present and exhibit in Trustee's name representations of all indebtedness heretofore accrued has been paid, which representation Trustee may make as true without inquiry. Where a release is executed by a successor trustee such successor trustee may accept as the genuine note herein described in note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

18. Trustee shall be entitled to compensation for his services as Trustee, which compensation may be fixed by instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded, or shall, in case of the death of the Trustee, be enabled or refused by the Act of Trustee, or any successor to him, who shall be Successor in Trust. Any Successor to Trustee hereunder shall have the identical title, powers and authority as are herein given Trustee, and said Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

B. In order to provide for the payment of taxes, assessments, insurance premiums and other annual charges upon the property securing this lot, premises and other interests required or accepted, I promise in 1/3 monthly to the mortgagee in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items which payments may, at the option of the mortgagee, (1) be held by it and commingled with other such funds or its own funds for the payment of such items, or (2) be credited to the unpaid balance of said indebtedness as received provided that the mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable as hereinafter stand. The total amount on deposit for such items shall at all times be equal to the sum of all items required to be paid from time to time account pro-rata from their due dates. The amount estimated to be the full year's taxes shall be deposited by December 31st of the year for which such items are levied or such later date as the Association shall from time to time select and the Association may at its option pay the entire year's tax in one installment. If the amount estimated to be sufficient to pay such said items is not sufficient I promise to pay the difference upon demand. The mortgagee is authorized to pay said items as charged or billed without further inquiry.

or security tendered.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that **PARKWAY BANK & TRUST CO.** individually, shall here be no obligation to see to the performance or nonperformance of any of the covenants herein contained and shall not be personally liable for any action or proceeding taken in violation of any of the covenants herein contained. It being understood that the payment of the money herein referred to and the performance of the covenants herein contained shall be enforced only out of the property herein mentioned and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, **PARKWAY BANK & TRUST CO.** not personally but as I, the aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporal seal to be hereunto affixed and attested by its Assistant Trust Officer-Assistant Cashier, the day and year first above written.

Parkway Bank and Trust Company, As Trustee as aforesaid and not personally;

By D. Schreiber.

*[Signature]* Senior Vice-President

Attest: Isaac Boller

~~ASSISTANT TRUSTEE FOR ASSISTANT DIRECTOR~~

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, SO HEREBY CERTIFY that the above-named SENIOR Vice President and Assistant Trust Officer-~~JOHN MCKEE BARKER~~<sup>JOHN MCKEE BARKER</sup>, personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such SENIOR Vice President and Assistant Trust Officer-Assistant Cashier respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said ASST. TRUST OFFICER.  
for the uses and purposes therein set forth, and the said Assistant Trust Officer-~~JOHN MCKEE BARKER~~<sup>JOHN MCKEE BARKER</sup> and I have acknowledged that said Assistant Trust Officer-Assistant Cashier is in custody of the corporate seal of said  
I caused the corporate seal to be affixed to said instrument by said Assistant Trust Officer-Assistant Cashier's own free and voluntary act and as the free and voluntary act of said ASST. TRUST OFFICER.  
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of July A.D. 1885.

15th July 1851

Notary Public

**IMPOR TANT**

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-  
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED  
IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 706804

CHICAGO TIMES & TRIBUNE COMPANY, PUBLISHER

**Trustee:**

**ASST. SECRETARY**