

UNOFFICIAL COPY

TRUST DEED

85117514 85117514

01910-01

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 5, 1985 19 between Lake View Trust and Savings Bank, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to Park in pursuance of a Trust Agreement dated June 15th, 1985 and known as Trust Agreement Number 6821, herein referred to as "First Party," and PARKWAY BANK AND TRUST COMPANY

Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT WHEREAS First Party has concurrently herewith executed and delivered an installment note bearing even date herewith in the Principal Sum of ***THIRTY NINE THOUSAND SIX HUNDRED AND NO 00/100ths (\$39,600.00) Dollars,

made payable to BEARER in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 13 1/2% per cent per annum in installments as follows: *FIVE HUNDRED SEVEN AND 58/100ths (\$507.58) Dollars on the 5th day of September, 1985 and FIVE HUNDRED SEVEN AND 58/100ths (\$507.58) Dollars on the 5th day of each and every 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 5th day of September, 1988. 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 13 1/2% per cent per annum, and all of said principal and interest being made payable at such office 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 Parkway Bank and Trust Company, 4800 North Harlem Avenue, Harwood Heights, Illinois 60656.

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, convey, assign 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:

Unit 620, together with its undivided percentage interest in the common elements in Parkside on Clarendon Condominium as delineated and defined in the Declaration recorded as Document No. 26526424, in the Southeast 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION (THE SAME AS THROUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT REAL ESTATE INDEX NUMBER: 14-17-414-025-100

THIS INSTRUMENT PREPARED BY B.H. SCHREIBER 4800 NORTH HARLEM AVENUE HARWOOD HEIGHTS, IL 60656

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 now and during all such times as First Party, its successors or assigns may be entitled thereto (which are placed primarily and on a parity with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, door coverings, interior doors, swings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its 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 upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness hereon shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, replace or rebuild and cause necessary improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep and maintain in good condition and repair without cost, and free from mechanics' or other liens or claims for lien not expressly subordinated in the lien hereof; (3) pay when due any taxes, assessments, charges or other sums payable by or for the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the payment of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or rebuilding now or at any time in progress 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 any penalty attaches all property taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges upon 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 when due at hereafter expiration of any policies insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of such amounts either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereon, in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME: PARKWAY BANK & TRUST CO. STREET: 4800 N. HARLEM AVE. CITY: HARWOOD HEIGHTS, IL 60656 BOX 232 INSTRUCTIONS OR

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 4162 North Clarendon Avenue Chicago, Illinois 60613

RECORDERS OFFICE BOX NUMBER

51041258

85117514

Rider attached behind and inside

Main body of the document containing various clauses, definitions, and terms related to a mortgage or financial agreement. The text is oriented vertically on the page.

THIS TRUST FUND HAS BEEN IDENTIFIED BY THE COMPANY

85 1214

ASSISTANT VICE PRESIDENT

used these pictures to be signed by the

and the undersigned

of the mortgage

of the mortgage

of the mortgage

of the mortgage

of the mortgage

of the mortgage

85117514

8-21-2012

UNOFFICIAL COPY

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21021228

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED
DEED IS FILED FOR RECORD.

James E. Polites, Jr.
Parkway Bank and Trust Company
The instrument No. mentioned in the within Trust Deed has been identified
Notary Public

Given under my hand and Notary Seal this 17th day of July 1935

James E. Polites, Jr.,
Vice-President of LAKE VIEW TRUST AND SAVINGS BANK,
Assistant

I, a Notary Public in and for said County, in the State of Illinois, do hereby certify that
COUNTY OF COOK
STATE OF ILLINOIS

By *James E. Polites, Jr.*
VICE-PRESIDENT
LAKE VIEW TRUST AND SAVINGS BANK AS TRUSTEE AS APPOINTED AND NOT APPOINTED

IN WITNESS WHEREOF, Lake View Trust and Savings Bank, and I, Notary Public, have hereunto set our hand and Notary Seal at my office in the County of Cook, State of Illinois, this 17th day of July, 1935.

THIS TRUST DEED is executed by the Lake View Trust and Savings Bank, not personally but as Trustee as appointed by the Board of Directors of the Bank, and its corporate seal and its corporate name are hereunto set, and I, Notary Public, have hereunto set my hand and Notary Seal at my office in the County of Cook, State of Illinois, this 17th day of July, 1935.

IN WITNESS WHEREOF, Lake View Trust and Savings Bank, and I, Notary Public, have hereunto set our hand and Notary Seal at my office in the County of Cook, State of Illinois, this 17th day of July, 1935.

This deed is attached to Trust Deed dated July 5, 1935 between Lake View Trust & Savings Bank and Parkway Bank and Trust Company dated 06/15/35.

Not attached here and made

Notary Public
Cook County Clerk's Office

UNOFFICIAL COPY

TRUST DEED

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01910-018

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 5, 1985 19 , between Lake View Trust and Savings Bank, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to Parkway Bank and Trust Company, in pursuance of a Trust Agreement dated June 15th, 1985 and known as Trust Agreement No. 6821, herein referred to as "First Party," and PARKWAY BANK AND TRUST COMPANY

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT WHEREAS First Party has concurrently herewith executed and delivered an installment note bearing even date herewith to the Principal Sum of **THIRTY NINE THOUSAND SIX HUNDRED AND NO 00/100ths** (\$39,600.00) Dollars,

made payable to BEARER in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of **13 1/2** per cent per annum in installments as follows: **FIVE HUNDRED SEVEN AND 58/100ths** (\$507.58) Dollars on the **5th** day of **September**, 19**85**, and **FIVE HUNDRED SEVEN AND 58/100ths** (\$507.58) Dollars on the **5th** day of each and every 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 **5th** day of **September**, 19**88**. 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 **16 1/2** per cent per annum, and all of said principal and interest being made payable at such office as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, at the office of **Parkway Bank and Trust Company, 4807 North Harlem Avenue, Harwood Heights, Illinois 60656**.

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, convey, release, alien and convey into 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:

Unit 620, together with its undivided percentage interest in the common elements in Parkside on Clarendon Condominium as delineated and defined in the Declaration recorded as Document No. 26526424, in the Southeast 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, HIS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, BASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT REAL ESTATE INDEX NUMBER: 14-17-414-025-1001

THIS INSTRUMENT PREPARED BY
B. H. SCHREIBER
4800 NORTH HARLEM AVENUE
HARWOOD HEIGHTS, IL 60656

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 real, issues and profits hereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation (without restriction the foregoing), electric, wireless, shades, storm doors and windows, floor coverings, ladder beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its 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 upon the uses and trusts herein set forth. IT IS FURTHER UNDERSTOOD AND AGREED THAT: 1. Until the indebtedness hereon shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild and maintain by improvements new or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (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; (4) complete within a reasonable time any building or finishing 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 any 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 against the premises when due, and upon written request, any tax or assessment which First Party may incur in connection with the premises; (9) maintain in force and effect at all times in the manner provided by statute, any tax or assessment which First Party may incur in connection with the premises; (10) pay in full the insurance premiums of any amount or amount either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME PARKWAY BANK & TRUST CO.
STREET 4800 N. HARLEM AVE.
CITY HARWOOD HEIGHTS, IL 60656
BOX 282
INSTRUCTIONS OR
RECORDERS OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
4162 North Clarendon Avenue
Chicago, Illinois 60613

85117514

85117514

UNOFFICIAL COPY



110-1956-3

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that Lake View Trust and Savings Bank, an Illinois Corporation, not personally, but as Trustee under the provisions of a Deed in Trust duly recorded and delivered to the undersigned, in pursuance of a Trust Agreement dated *June 15, 1985*, and known as Trust No. *6821* in consideration of One Dollar to it in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby assign, transfer, and set over unto *PARKWAY BANK AND TRUST COMPANY* successors and assigns, all the rents, issues and profits of and from the real estate and premises hereinafter described which may hereafter become due, payable or collectible under or by virtue of any lease or agreement whether written or verbal, express or implied, for the use or occupancy of any part of the real estate and premises hereinafter described, which the assignor herein may have theretofore made or agreed to or may hereafter make or agree to, or which may be implied or which may be made or agreed to by the assignee herein under the powers herein granted; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, issues, and profits thereunder, unto the assignee herein, all relating to the real estate and premises situated in the City of Chicago, County of Cook, State of Illinois, and described as follows, to-wit:

Unit 620, together with its undivided percentage interest in the common elements in Parkside on Clarendon Condominium as delineated and defined in the Declaration recorded as Document No. 26526424, in the Southeast 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NO: 14-17-414-025-1001

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS INSTRUMENT PREPARED BY
/ B. H. SCHREIBER
4800 NORTH HARLEM AVENUE
HARWOOD HEIGHTS, IL 60656

The undersigned does hereby appoint, irrevocably, the above named assignee, its true and lawful attorney in its name and stead to collect all rents, issues and profits that may hereafter become due under each and every lease or agreement, written or verbal, expressed or implied, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in said assignee's discretion may be deemed proper or necessary to enforce the payment or security of such rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties at said assignee's discretion hereby granting full power and authority to exercise every right, privilege and power herein granted at any and all times hereafter, without notice to the assignor, or its successors, and assigns, and further with power to use and apply said rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the assignee, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest or incumbrances, if any, which may in said assignee's judgment be deemed proper and advisable, hereby ratifying all that said assignee or attorneys or agents may do by virtue thereof.

This Instrument is given to further secure payment of the principal sum and the interest of or upon a certain indebtedness evidenced by a note or notes for \$*39,600.00* secured by a Trust Deed of even date herewith upon the real estate above described, and this instrument shall remain in full force and effect until said indebtedness and the interest thereon and all other costs and charges which may have accrued or may hereafter accrue thereunder have been full paid.

PARKWAY BANK & TRUST CO.
4800 NORTH HARLEM AVE.
HARWOOD HEIGHTS, IL 60656
BOX 282

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This assignment shall not become operative until a default in the payment of principal or interest of or upon said note or notes or in the performance of the terms and conditions contained in said note or notes and in the Trust Deed herein referred to.

This instrument shall be assignable by the assignee and all the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of the assignor and the assignee herein.

This assignment of rents is executed by LAKE VIEW TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE VIEW TRUST AND SAVINGS BANK, as Trustee, hereby represents that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note or notes, or trust deed, contained shall be construed as creating any liability on the said LAKE VIEW TRUST AND SAVINGS BANK, either individually, or as Trustee aforesaid, personally to pay the said note or notes or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein or in said notes or trust deed contained, all such liability, if any, being expressly waived by the holder of said note or notes and by every person now or hereafter claiming any right or security hereunder, and that so far as LAKE VIEW TRUST AND SAVINGS BANK, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note or notes and the owners of any indebtedness accruing thereunder shall look solely to the premises above described for the payment thereof, or to the personal liability of any guarantor thereon.

IN WITNESS WHEREOF, LAKE VIEW TRUST AND SAVINGS BANK has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Trust Officer, this 17th day of July 19 85.

LAKE VIEW TRUST AND SAVINGS BANK, as Trustee

BY: [Signature]
ASSISTANT VICE PRESIDENT
ATTEST: [Signature]
TRUST OFFICER

STATE OF ILLINOIS)
) SS)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT G. R. Reinhard, Ass't. Vice President of the LAKE VIEW TRUST AND SAVINGS BANK, and James E. Polites, Trust Officer of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Trust Officer 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 Bank, for the uses and purposes therein set forth; and the said Vice President did also then and there acknowledge that he did affix the said corporate seal of said Bank to said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of July, 19 85

[Signature]
NOTARY PUBLIC

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