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COOK COUNTY, ILLINOIS 2 0 0
FILED FOR RECORD

TRUST DEED

1985 JUL 31 PM 1:50

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211-1976-8

THIS IS A CONSTRUCTION LOAN

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 12, 1985, between Parkway Bank & Trust Co., Harwood Heights, Illinois, an Illinois Banking Corporation, 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 July 8, 1985 and known as trust number 7308, herein referred to as "First Party," and PARKWAY BANK AND TRUST COMPANY

herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of * * * ONE MILLION FOUR HUNDRED SIXTEEN THOUSAND AND NO 00/100ths * * * * * (\$1,416,000.00) * * * * * made payable to the order of BEARER and delivered, 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 from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 8 3/4 per cent per annum * * * * *

INTEREST ONLY SHALL BE PAYABLE MONTHLY AND SHALL BE CALCULATED ON THE ACTUAL DOLLARS USED DURING THAT MONTH.

... except that the final payment of principal and interest, if not sooner paid, shall be due on the 7th day of July, 1986. 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 instalment unless paid when due shall bear interest at the rate of 8 3/4 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, 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 N. 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, remise, 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:

12.00

THIS INSTRUMENT PREPARED BY
B. H. SCHREIBER
4500 NORTH HARLEM AVENUE
HARWOOD HEIGHTS, IL 60656

THIS LOAN IS PAYABLE IN FULL AT THE END OF ONE (1) YEAR. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

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 are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment, or articles now or hereafter in, on 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, floor coverings, inador 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.

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 repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, 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 notes; (4) complete within a reasonable time any building or buildings 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 under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now

70-07-505-08
Rider attaches hereto and made

DELIVERY INSTRUCTIONS
NAME: PARKWAY BANK & TRUST CO.
STREET: 4800 N. HARLEM AVE.
CITY: HARWOOD HEIGHTS, ILL 60656
BOX 252 C.A.

6440 West Devon
Chicago, Illinois 60631

* 10-31-417-041

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Property of

LOT 14 IN HRUBY AND COMPANY'S FIRST ADDITION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF SAID LOT LYING BETWEEN THE SOUTH WESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET SOUTH WESTERLY OF AND PARALLEL WITH THE SOUTH WESTERLY LINE OF MILWAUKEE AVENUE CONVEYED TO THE CITY OF CHICAGO FOR THE WIDENING OF MILWAUKEE AVENUE AND

EXCEPT THAT PART OF LOT 14 IN HRUBY AND COMPANY'S FIRST ADDITION IN THE EAST 1/2 OF THE SOUTHEASTERLY FRACTIONAL 1/4 OF THE FRACTIONAL SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF SAID LOT AT ITS INTERSECTION WITH THE SOUTH WESTERLY LINE OF MILWAUKEE AVENUE AS WIDENED (SAID POINT BEING 54 FEET SOUTH WESTERLY OF AND PARALLEL TO THE CENTER LINE OF SAID MILWAUKEE AVENUE) THENCE SOUTHEASTERLY ALONG THE SOUTH WESTERLY LINE OF MILWAUKEE AVENUE AS WIDENED A DISTANCE OF 50 FEET; THENCE SOUTH WESTERLY ALONG A LINE PARALLEL WITH THE NORTH WESTERLY LINE OF SAID LOT A DISTANCE OF 65 FEET; THENCE WESTERLY TO A POINT IN THE NORTH WESTERLY LINE OF SAID LOT 110 FEET SOUTH WESTERLY OF THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE NORTH WESTERLY LINE OF SAID LOT A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING AND

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EXCEPT THAT PART OF LOT 14 IN HRUBY AND COMPANY'S FIRST ADDITION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE FRACTIONAL SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 14 WITH A LINE 21 FEET SOUTH WESTERLY OF AND PARALLEL WITH THE NORTH WESTERLY LINE OF SAID LOT 14, SAID POINT OF BEGINNING BEING THE POINT OF INTERSECTION OF THE SOUTH WESTERLY LINE OF MILWAUKEE AVENUE AS WIDENED WITH THE NORTH LINE OF DEVON AVENUE, THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY LINE OF SAID MILWAUKEE AVENUE AS WIDENED A DISTANCE OF 110 FEET; THENCE SOUTH WESTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH WESTERLY LINE OF MILWAUKEE AVENUE AS WIDENED TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID DEVON AVENUE FROM A POINT 125 FEET WEST OF THENCE POINT OF BEGINNING; THENCE SOUTH ALONG SAID LAST DESCRIBED LINE TO THE NORTH LINE OF DEVON AVENUE, THENCE EAST ALONG THE NORTH LINE OF SAID DEVON AVENUE A DISTANCE OF 125 FEET TO POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

PERMANENT REAL ESTATE INDEX NO: 10-31-417-041