

UNOFFICIAL COPY

86155089

TRUST DEED

110-2073-1

DEPT-01 RECORDING

\$13.00

TRUST DEED TRAN 3372 04/21/86 15:32:00

THE ABOVE SPACE FOR RECORDING PURPOSES ONLY--86--155089

THIS INDENTURE, Made December 14, 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 December 13, 1985 and known as trust number 7570, 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 -----SIX HUNDRED FORTY THOUSAND AND NO 00/100ths-----
-----(\$640,000.00)-----

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 11-3/4 % per cent per annum in instalments as follows:-----SIX THOUSAND NINE HUNDRED THIRTY FIVE AND 75/100ths-----(\$6,935.75)-----

Dollars on the 28th day of January, 1986 and-----SIX THOUSAND NINE HUNDRED THIRTY FIVE AND 75/100ths-----(\$6,935.75)-----

Dollars on the 28th 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 28th day of January, 1991. 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 4-3/4 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 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:

That part of the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the Center Line of Bartlett Road and Lake Street (U.S. Highway 20); thence Northwesterly along the Center Line of said U.S. Route 20, a distance of 226.55 feet; thence Northeasterly parallel with the center line of Bartlett Road, a distance of 250 feet; thence Southeasterly parallel with the Center line of U.S. Route 20 to the Center Line of Bartlett Road; thence Southwesterly along said Center Line to the place of Beginning, being situated in Cook County, Illinois;

Excepting from the above-described property that part thereof described below conveyed by Deed dated June 1, 1983 recorded July 12, 1983 as Document Number 26683540 from Cities Service Company to The People of the State of Illinois for the use of the Department of Transportation, described as follows:

Beginning at the intersection of the center line of U.S. Route 20 with the center line of Bartlett Road, said point being the Southeast corner of the above described property; thence on an assumed bearing of North 66° 45' 00" West along said center line of U.S. Route 20, a distance of 226.55 feet to the Southwest corner of said described property; thence North 12° 55' 00" East along the Westerly line of said described property, a distance of 50.84 feet to the Northerly line of said U.S. Route 20 as monumented and occupied; thence South 66° 45' 00" East along said Northerly line of U.S. Route 20, a distance of 170.85 feet to a point; thence North 62° 55' 44" East 19.15 feet to the Westerly line of Bartlett Road as monumented and occupied; thence North 12° 36' 28" East along said Westerly line of Bartlett Road 184.12 feet to the Northerly line of said described property; thence South 66° 45' 00" East along the Northerly line of said described property 40.70 feet to a point on the center line of Bartlett Road; thence South 12° 55' 00" West along said center line of Bartlett Road 250.80 feet to the point of beginning.

including 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.

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 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 mechanics' 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

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PARKWAY BANK AND TRUST COMPANY

86155089
Office
DECEMBER 14, 1985
IN THE SUM OF
\$640,000.00

D NAME
E STREET PARKWAY BANK & TRUST CO.
L 4800 N. HARLEM AVE.
I CITY HARWOOD HEIGHTS, ILL. 60656
V BOX 282
E
R
Y INSTRUCTIONS

Box 334

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86155089

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of hereafter situated on said premises... insurance... fire, lightning or wind storm... payable by the insurance companies...

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable at immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things 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 expiration of said three day period.

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, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens 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 proceedings, 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 the 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.

5. The proceeds of a foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.

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 said 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 then value of the premises or whether the same shall be then 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its 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 said 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 its 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 foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or 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.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or 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.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of authentication 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 of 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 contains in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the County Clerk or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall exercise the powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all services rendered.

THIS TRUST DEED is executed by PARKWAY BANK AND TRUST COMPANY, 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 PARKWAY BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument), and it expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said PARKWAY BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liabilities, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and one or more of its owners or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY As Trustee as aforesaid and not personally,

By B.H. Schreiber, VICE-PRESIDENT-TRUST OFFICER

Attest Diane Y. Peszynski, ASSISTANT VICE PRESIDENT

I, B.H. Schreiber, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that

B.H. Schreiber, Sr. Vice-President-Trust Officer

of Parkway Bank And Trust Company, Diane Y. Peszynski Assistant Vice President of Parkway Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of December, A.D. 19 85

[Signature] Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED 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 Parkway Bank and Trust Company herewith under Identification No. 2218
Len M. Kovatsis, Loan Officer

Box 334

Witness attached hereto and made

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INSTRUCTIONS

REVIEW

NAME STREET CITY BOX 282 HARWOOD HEIGHTS, ILL. 60656

86155089

which, with the property hereinafter described, is referred to herein as the "premises"...

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto...

That part of the South-East-Quarter of the South-East-Quarter of Section 27, Township 4 North, Range 9 East of the Tenth Principal Meridian, described as follows...

USAND NINE HUNDRED USAND NINE HUNDRED

THIS INDENTURE, Made December 14, 1985, between Parkway Bank & Trust Co., Harwood Heights, Illinois, an Illinois Banking Corporation, not Personally but as Trustee under the provisions of a Deed of Deeds...

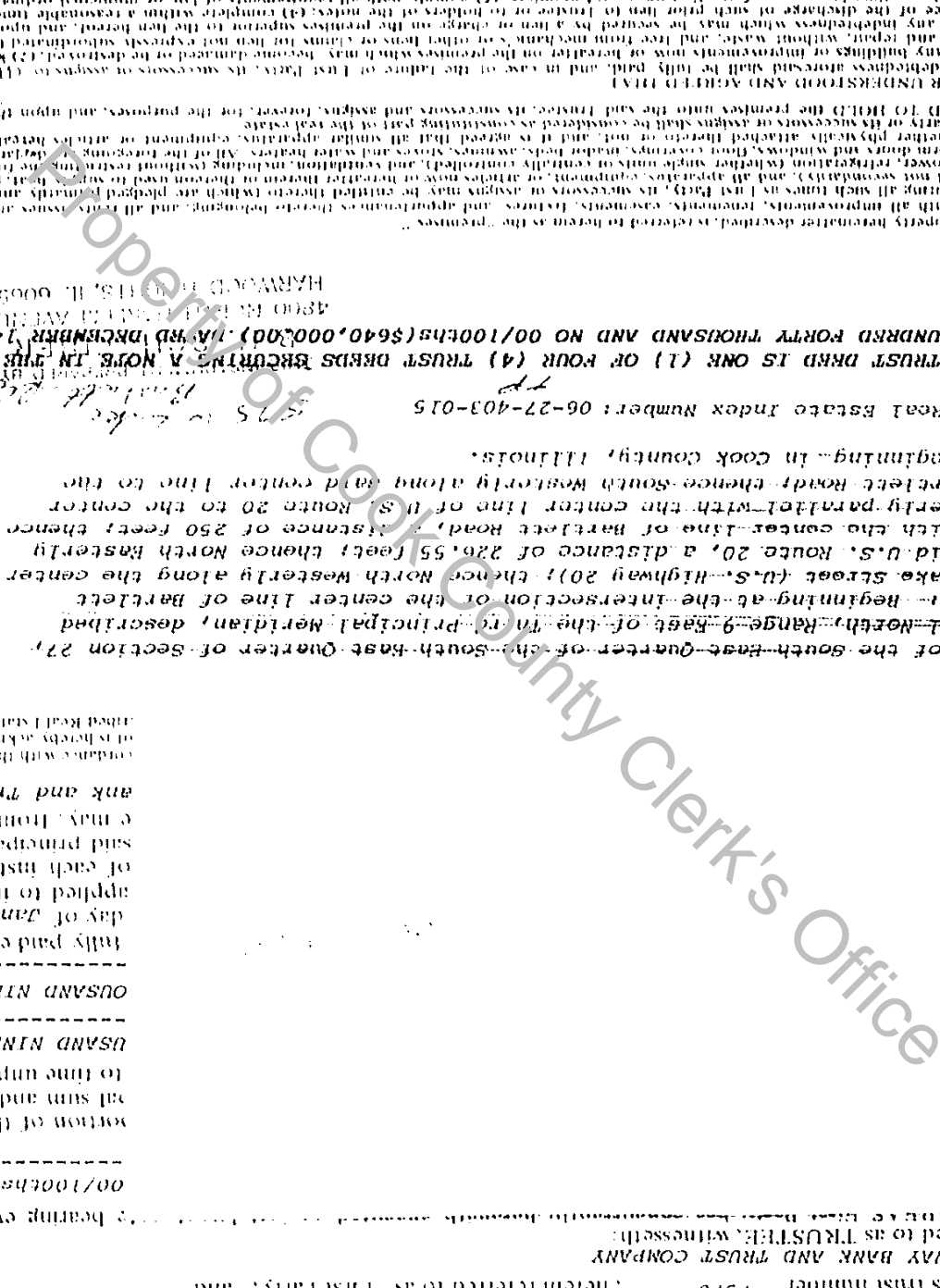
THE ABOVE SPACE FOR RECORDING PURPOSES ONLY - 06-155089

TRUST DEED 110-2073-1

86155089

Order attached hereto and ready

59853



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Box 554

FORM 82-530 Bankforms, Inc.

FOR THE PROTECTION OF BOTH THE BORROWER AND LEND... IDENTIFIED BY THE TRUSTEE NAMED HEREIN... TRUST DEED IS FILED FOR RECORD.

STATE OF ILLINOIS COUNTY OF COOK 86155069

ASSISTANT VICE PRESIDENT-TRUST OFFICER... PARKWAY BANK AND TRUST COMPANY... Vice-President-Trust Officer

ASSISTANT VICE PRESIDENT... PARKWAY BANK AND TRUST COMPANY... Vice-President-Trust Officer

ASSISTANT VICE PRESIDENT... PARKWAY BANK AND TRUST COMPANY... Vice-President-Trust Officer

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ASSISTANT VICE PRESIDENT... PARKWAY BANK AND TRUST COMPANY... Vice-President-Trust Officer

86155069

Other attached hereto and made...

do hereunder.

The undersigned reserve the right to prepay 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, execution 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 at 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.

At the maturity, you must repay the entire principal balance of the loan and unpaid interest then due. This loan matures and is payable in full at the end of 5 years, unless extended for an additional 5 years with payments based on the original amortization period. Provided however the bank may elect to lower or increase the interest or offer the same rate. If the rate is to be increased, it may be adjusted only to a level that is 2% higher than the effective or yield rate then applicable to U. S. Government bonds maturing in approximately 5 years from such extension date. Provided however in no event shall the interest rate be increased by more than 1%. The bank is under no obligation to refinance the loan at ultimate maturity. A renegotiation fee of 1/2 of 1% of the current loan balance will be due and payable to the Bank 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 installment of principal and interest as agreed, and such default continues for 11 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.

This rider attached to Trust Deed dated 12/11/84, Trust Agreement and Trust Company as Trustee under Trust No. 25207, dated 12/11/84, and Parkway Bank and Trust Company expressly is made a part hereof.

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In the event of the commencement of judicial proceedings to foreclose this mortgage,