

# UNOFFICIAL COPY

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## TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

3521

THIS INDENTURE, Made **May 15, 1986**, 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 **April 22, 1986**, and known as trust number **7729**, 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 instalment note bearing even date herewith in the Principal Sum of **TWENTY SEVEN THOUSAND (\$27,000.00) and no/100ths Dollars**-----

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 **May 15, 1986**----- on the balance of principal remaining from time to time unpaid at the rate of **10.5%**----- per cent per annum in instalments as follows: **TWO HUNDRED FORTY SIX and 98/100ths or more**-----

Dollars on the **first** day of **July** **1986** and **TWO HUNDRED FORTY SIX and 98/100ths or more**-----

Dollars on the **First** 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 **first** day of **June, 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 **14%** 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 **PHILLIP P. MIZOCK, 655 W. Irving Park Road, Chicago, Illinois.**

NOW, THE TRUSTEE, 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 situated, lying and being in the COUNTY OF **COOK** AND STATE OF ILLINOIS, to-wit:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF,**

This Trust Deed and the note which it secures are a part purchase money mortgage which secures part of the purchase price of the subject real estate and are a junior mortgage subordinate to a prior mortgage on the real estate.

Mortgagee has the right hereunder at any time to receive a partial release for any individual unit herein conveyed upon the reduction by a \$4,500.00 prepayment of the then outstanding principal balance.

*9700 + 9800 Duplex  
Des Plaines, Ill.*

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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 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.

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 notes duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may become liable for; (9) keep all buildings and improvements now

DELIVERY

NAME: *Phillip P. Mizock*  
STREET: *1490 Miner St*  
CITY: *Des Plaines IL 60016*

*Handwritten stamp: 1490 MINER*

INSTRUCTIONS

*This document prepared by P. Mizock  
1490 Miner St*

MAIL 00

of hereof or situated on said premises... Trustee of the holders of the note hereby secured making any payment hereby authorized relating to taxes of assessments, may do so according to any bill, statement or estimate procured from the appropriate public official 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 of claim thereon.

1. 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 (a) 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 after the expiration of said three day period.

2. 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.

3. The proceeds of the 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 surplus to First Party, its legal representatives or assigns, as their rights may appear.

4. Upon or at any time prior to 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 of the obligor 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, profits 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 redemption of such receiver, would be entitled to collect such rents, profits and all other powers which may be necessary or advisable in such case 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 by any decree enforcing 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.

5. Trustee of 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.

6. 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.

7. Trustee shall release this trust deed and the lien thereon 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. When 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 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 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 conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

8. Trustee may resign by instrument in writing filed in the office of the Recorder 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 or Deeds of the county in which the premises are situated shall be successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

Mortgagor and mortgagor's beneficiary shall have a grace period of five days on the payment of any installment of the payments herein provided for to be made on the first day of each month of the term hereof.

THIS TRUST DEED 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 the foregoing contains shall be construed as creating an 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 liability, 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 the owner 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: [Signature] Sr. VICE-PRESIDENT TRUST OFFICER
Attest: [Signature] ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS
COUNTY OF COOK

I, [Signature] 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. Peszunski
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 15th day of May A.D. 1986.
[Signature] Notary Public

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

The Instrument Note mentioned in the within Trust Deed has been identified
[Signature] Trustee

3. The land referred to in this policy is described as follows:

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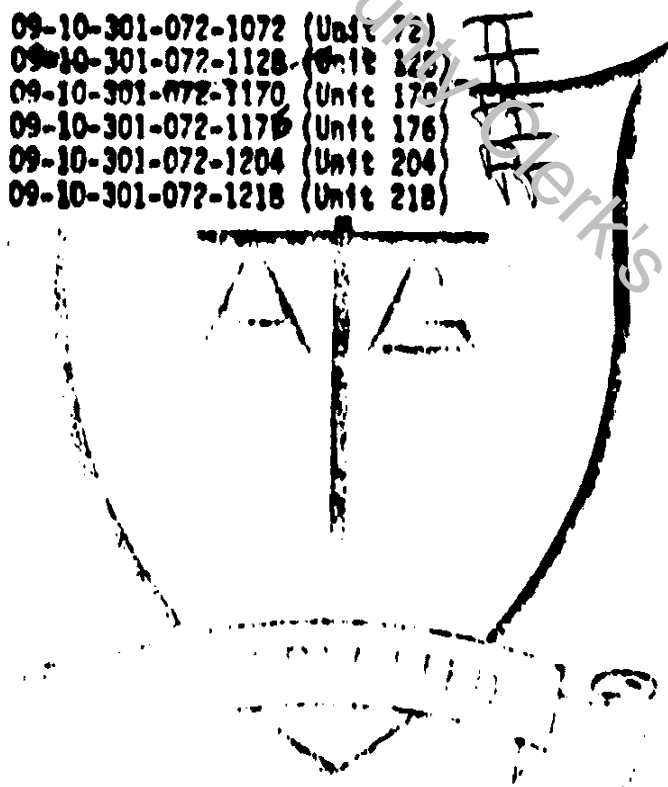
Units 72, 128, 170, 176, 204 and 218, as delineated on Survey of a part of the East 8 acres of the West 1/2 of the South East 1/4 of the South West 1/4 of Section 10, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit 'A' to Declaration of Condominium Ownership made by First Arlington National Bank of Arlington Heights, Illinois, a National Banking Association, as Trustee under Trust Agreement dated March 26, 1972 known as Trust Number 'A'-227, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 31, 1972 as Document Number 21920224; as amended from time to time; together with their percentage interests of the common elements appurtenant to said units as set forth in said Declaration, as amended from time to time, which percentages shall automatically change in accordance with amended declarations as same are filed of record pursuant to said Declaration, and together with additional common elements as such amended

declarations are filed of record, in the percentages set forth in such amended declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such amended declaration as though conveyed hereby, in Cook County, Illinois.

**PARCEL 2:**

Easement appurtenant to and for the benefit of Parcel 1, as set forth in the Declaration of Easements dated April 25, 1972 and recorded May 8, 1972 as Document Number 21822967 and as created by Deed from First Arlington National Bank of Arlington Heights, Illinois as Trustee under Trust Number A-227 to Catherine Talano dated June 18, 1974 and recorded June 27, 1974 as Document 22765008 and dated October 8, 1974 and recorded November 21, 1974 as Document 22913029; to Jeanne M. Steinbach dated July 17, 1974 and recorded July 30, 1974 as Document 22797502; to Catherine Talano, nee Igo, and to Citizens Bank and Trust Company, as Trustee under Trust No. 66-2406, dated June 18, 1974 and recorded June 27, 1974 as Document 22765008; to Catherine Talano dated October 8, 1974 and recorded November 21, 1974 as Document 22913079 for ingress and egress in Cook County, Illinois.

- Permanent Index No. 09-10-301-072-1072 (Unit 72)
- 09-10-301-072-1128 (Unit 128)
- 09-10-301-072-1170 (Unit 170)
- 09-10-301-072-1176 (Unit 176)
- 09-10-301-072-1204 (Unit 204)
- 09-10-301-072-1218 (Unit 218)



Recorder's Office

**END OF SCHEDULE A**