

UNOFFICIAL COPY

BOOK COPY  
FILED  
1987 AUG 12 PM 12-19

87445809  
87445809

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY  
Heritage County Bank and Trust Company

THIS INDENTURE, Made July 30, 1876, 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 Feb. 25, 1985 and known as trust number 71-2648, 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-----TWO HUNDRED SIXTY THOUSAND DOLLARS AND NO/00-----

-----\$260,000.00-----

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. % per cent per annum in instalments as follows: ---TWO THOUSAND NINE HUNDRED FIFTY FIVE DOLLARS AND 16/00-----

-----\$2,955.16-----

Dollars on the 29th day of September 19 87 and---TWO THOUSAND NINE HUNDRED FIFTY FIVE DOLLARS AND 16/00-----

-----\$2,955.16-----

Dollars on the 29th 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 29th day of September 1992

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 15. % 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 Ave. 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

Lots 13 and 14 in Block 8 in Third Addition to Clearing, a Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.I. #'s 19-17-431-027-000  
19-17-431-028-000

87445809

COMMONLY KNOWN AS: 6230 S. CENTRAL AVENUE, CHICAGO, ILLINOIS

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

13.00

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 party 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 unit 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 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

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

6230 S. Central  
Chicago, Illinois  
(1erner)

87445809

Box 15

T53459 (1062)

Rider attached hereto and made a part thereof

25

or hereafter situated on said premises inured to the benefit of the mortgagee... fire, lightning or windstorm and... the indebtedness secured hereby...

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...

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...

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 items and expenses 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...

The proceeds of any 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.

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 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 foreclosure sale; (2) The deficiency in case of a sale and deficiency.

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.

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.

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, where a release is requested of a successor trustee, such successor trustee may accept as the genuine one of the herein described 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 identification, any instrument identifying same as the note described herein, it may accept as the genuine one 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.

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 Registrar of Deeds of the county in which the premises are situated shall be 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.

THE UNDERSIGNED MORTGAGOR COVENANTS AND AGREES TO PAY TO THE MORTGAGEE OR BEARER HEREOF ON EACH PRINCIPAL AND INTEREST INSTALLMENT PAYMENT DATE, UNTIL THE INDEBTEDNESS SECURED BY THE MORTGAGE IS FULLY PAID, AND ADDITIONAL SUM EQUAL TO ONE TWELFTH (1/12TH) OF THE ANNUAL TAXES LEVIED AGAINST THE MORTGAGED PREMISES: ALL AS ESTIMATED BY THE MORTGAGEE OR BEARER, THE MORTGAGEE OR BEARER, THE MORTGAGOR, CONCURRENTLY WITH THE DISBURSEMENT OF THE LOAN, WILL ALSO DEPOSIT WITH MORTGAGEE OR BEARER AN AMOUNT BASED UPON THE TAXES AND ASSESSMENTS AN ASCERTAINABLE OR SO ESTIMATED BY THE MORTGAGEE, FOR TAXES AND ASSESSMENTS ON SAID PREMISES, ON AN ACCRUED BASIS, FOR THE PERIOD FROM JANUARY 1, SUCCEEDING THE YEAR FOR WHICH ALL TAXES AND ASSESSMENTS HAVE BEEN PAID TO AND INCLUDING THE DATE OF THE FIRST DEPOSIT IN THIS PARAGRAPH HEREIN ABOVE MENTIONED. SUCH TAX IS TO BE HELD WITHOUT ANY ALLOWANCE OF INTEREST AND ARE TO BE USED FOR THE PAYMENT OF TAXES AND ASSESSMENTS ON SAID PREMISES NEXT DUE AND PAYABLE WHEN THEY BECOME DUE. IF THE FUNDS SO PAID AND DEPOSITED ARE INSUFFICIENT TO PAY FOR SUCH PURPOSES, THE MORTGAGOR SHALL WITHIN TEN (10) DAYS AFTER RECEIPT OF DEMAND THEREFORE PAY AND DEPOSIT SUCH ADDITIONAL FUNDS AS MAY BE NECESSARY TO PAY SUCH TAXES IN FULL. IT SHALL NOT BE OBLIGATORY UPON THE MORTGAGEE OR BEARER TO ADVANCE OTHER MONEYS FOR SAID PURPOSES, NOR SHALL THE BEARER INCUR ANY PERSONAL LIABILITY FOR ANYTHING IT MAY DO OR OMIT TO 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 (20%) PERCENT 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 MORTGAGOR'S FAILURE TO MAKE PAYMENT OF ANY INSTALLMENT OF PRINCIPAL OR INTEREST AS AGREED, AND SUCH DEFAULT CONTINUES FOR 11 DAYS, THE HOLDER RESERVES THE RIGHT IN 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 JULY 30, 1987 BETWEEN PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST NO712648 DATED FEB. 25, 1985 AND Heritage county bank IN THE EVENT OF THE COMMENCEMENT OF JUDICIAL PROCEEDS TO FORECLOSE THIS MORTGAGE, MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON IS MAY LEGALLY BIND ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AFTER THE DATE OF THE EXECUTION OF THIS MORTGAGE; AND MORTGAGOR, FOR ITSELF ITS SUCCESSORS AND ASSIGNS AND FOR ALL IT MAY LEGALLY BIND, AGREES THAT WHEN SALE IS HAD UNDER ANY DCREE OF FORECLOSURE OF THIS MORTGAGE, UPON A CONFIRMATION OF SUCH SALE, THE MASTER IN CHANCERY OR OTHER OFFICER MAKING SUCH SALE, OR HIS SUCCESSOR IN OFFICE, SHALL BE AND IS AUTHORIZED IMMEDIATELY TO EXECUTE AND DELIVER TO THE PURCHASER AT SUCH SALE, A DEED CONVEYING THE PREMISES, SHOWING THE AMOUNT PAID THEREFORE, AND IF PURCHASED BY A PERSON IN WHOSE FAVOR THE ORDER OR DECREE IS ENTERED, THE AMOUNT OF...

Rider attached hereto and made a part hereof

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Box 15

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87445809

(Terner)  
6230 S. Central  
Chicago, Illinois

NAME: PARKWAY BANK & TRUST CO.  
STREET: 4800 N. HARLEM AVE.  
CITY: HARWOOD HEIGHTS, IL. 60656  
BOX 282

RECEIVED INSTRUCTIONS

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 noxious, inflammable, or other items 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 holder of the note; (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 ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as requested by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and upon written request in full to Trustee or to holder 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

which, with the property hereinafter described, is referred to herein as the "premises," together with all improvements, tenements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon for so long and during all such times as First Party, its successors or assigns now or hereafter (which are pledged, primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment, or articles now or hereafter attached to or on the premises (including, but not limited to, window shades, storm doors and windows, floor coverings, radiator covers, awnings, stoves and water heaters, All of the foregoing is declared to be a part of the real estate and shall be conveyed therewith, together with all other improvements, equipment or articles hereinafter 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:

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4800 NORTH HARLEM AVENUE  
HARWOOD HEIGHTS, IL 60656

B. H. SCHREIBER  
THIS INSTRUMENT PREPARED BY

13.00

COMMONLY KNOWN AS: 6230 S. CENTRAL AVENUE, CHICAGO, ILLINOIS

LOTS 7, 8 AND 9 IN BLOCK 8 IN THE THIRD ADDITION TO CLEARING, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK, STATE OF ILLINOIS.

Rider attached hereto is a part thereof.

T53459 (1062)

made payable to the order of BEARRR  
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% per cent per annum in installments as follows: ---TWO THOUSAND NINE HUNDRED FIFTY FIVE DOLLARS AND 16/100---\$2,955.16--- day of September 19 87 and---TWO THOUSAND NINE HUNDRED FIFTY FIVE DOLLARS AND 16/100---\$2,955.16--- day of September 25th 19 87 and---TWO THOUSAND NINE HUNDRED FIFTY FIVE DOLLARS AND 16/100---\$2,955.16--- day of each and every month thereafter until said note is fully paid except that the Dollars on the 25th day of each and every month thereafter until said note is fully paid except that the

THIS INDENTURE, Made July 30, 1976 between Parkway Bank & Trust Company, 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 Feb. 25, 1985 and known as trust number 71-2648, herein referred to as "First Party," and PARKWAY BANK AND TRUST COMPANY hereinafter 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 ---TWO HUNDRED SIXTY THOUSAND DOLLARS AND NO/100---\$260,000.00--- made payable to the order of BEARRR

THE ABOVE SPACE FOR RECORDERS USE ONLY Heritage County Bank and Trust Company

21148 Note 12M TRUST DEED  
1987 AUG 12 PM 12 19  
87445809

THIS RIDER ATTACHED TO TRUST DEED DATED JULY 30, 1988, BY FARMERS & MERCHANTS BANK AND TRUST COMPANY AS TRUSTEE UNDER MORTGAGE NO. 177648 IS MADE A PART HEREOF. IN THE EVENT OF THE COMMENCEMENT OF JUDICIAL PROCEEDINGS TO FORECLOSE THIS MORTGAGE

IT IS EXPRESSLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO THAT IN THE EVENT OF DELINQUENCY IN THE PAYMENT OF ANY INSTALLMENT OF PRINCIPAL AND INTEREST AS AGREED, AND SUCH DEFAULT CONTINUES FOR 10 DAYS, THE HOLDER RESERVES THE RIGHT TO TAKE SUCH ACTION AS MAY BE NECESSARY TO PROTECT HIS INTERESTS. THE PARTIES HERETO AGREE THAT THE HOLDER SHALL HAVE THE RIGHT TO REVOKE THE FOREGOING RIGHT BEING IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES GRANTED TO THE HOLDER HEREOF.

THE UNDERIGNED 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 (20%) PERCENT OF THE ORIGINAL PRINCIPAL AMOUNT OF THE LOAN.

THE MORTGAGEE SHALL HAVE THE RIGHT TO ACCEPT PAYMENT OF ANY PREPAYMENTS ON THE 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 (20%) PERCENT OF THE ORIGINAL PRINCIPAL AMOUNT OF THE LOAN. THE MORTGAGEE SHALL HAVE THE RIGHT TO ACCEPT PAYMENT OF ANY PREPAYMENTS ON THE 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 (20%) PERCENT OF THE ORIGINAL PRINCIPAL AMOUNT OF THE LOAN.

THE MORTGAGEE AND AGREES TO PAY TO THE MORTGAGEE OR BEARER HEREOF... (This section contains the detailed terms of the mortgage, including provisions for payment, interest, and the mortgagee's powers of foreclosure and sale. It is written in a dense, legalistic style with many repetitions and complex sentences.)

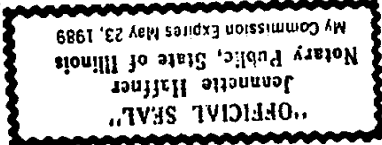
87445809

Rider attached hereto and made a part hereof.

CER FMT Ticker

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 instrument Note mentioned in the within Trust Deed has been identified hereby under Identification No. 10/10  
John K. Haffner, Jr. Trustee  
A.D. 1987 day of August  
GIVEN under my hand and Notarial Seal this 4th day of August A.D. 1987



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.

Jeannette Haffner  
Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that I am a Notary Public in and for said County, in the State aforesaid, My Commission Expires May 23, 1989.  
STATE OF ILLINOIS  
COUNTY OF COOK

Attest:  
John K. Haffner, Jr. By \_\_\_\_\_  
ASSISTANT VICE-PRESIDENT-TRUST OFFICER  
Jeannette Haffner  
VICE-PRESIDENT-TRUST OFFICER  
PARKWAY BANK AND TRUST COMPANY, as Trustee as aforesaid and not personally  
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.  
IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be  
and in said note provided or by action to enforce the personal liability of the guarantor, if any.  
THIS TRUST DEED executed by Heritage County 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 understands and agreed that nothing herein or in said note contained shall be construed as creating  
any liability on the part of said Parkway Bank and Trust Company, its successors and assigns, to pay the said note or any interest thereon that may accrue  
thereon, of any indebtedness accruing hereunder, or to perform any consent or agreement or to make any payment hereunder, or to make any payment hereunder  
PARKWAY BANK AND TRUST COMPANY, its successors and assigns, to pay the said note or any interest thereon that may accrue thereon, or to make any payment hereunder,  
or to perform any consent or agreement or to make any payment hereunder, or to make any payment hereunder, or to make any payment hereunder, or to make any payment hereunder,  
or to perform any consent or agreement or to make any payment hereunder, or to make any payment hereunder, or to make any payment hereunder, or to make any payment hereunder,  
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87445809

Rider attached hereto and made a part hereof

Heritage County Bank and Trust Company

with the following terms:  
1. The loan is to be repaid over a period of \_\_\_\_\_ months.  
2. The interest rate is \_\_\_\_\_ percent.  
3. The monthly payments are \_\_\_\_\_ dollars.  
4. The first payment is due on \_\_\_\_\_ day of \_\_\_\_\_, 1987.  
5. The loan is secured by \_\_\_\_\_.

# UNOFFICIAL COPY

Box 15

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

(Terner)  
 6230 S. Central  
 Chicago, Illinois

87445809

TOGETHER with all improvements, tenements, fixtures, easements, and appurtenances thereto belonging, and all rights, 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 appurtenances, equipment, or fixtures now or hereafter therein used in any way, at condition, use, maintenance, or otherwise (whether single units or centrally controlled), and ventilation, including (without limitation) the following) screens, window shades, storm doors and windows, floor coverings, radiator 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 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 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

HARWOOD HEIGHTS, IL. 60656  
 4800 NORTH HARLEM AVENUE

B. H. SCHREIBER  
 THIS INSTRUMENT PREPARED BY  
 1300

COMMONLY KNOWN AS: 6230 S. CENTRAL AVENUE, CHICAGO, ILLINOIS

LOTS 7, 8 AND 9 IN BLOCK 8 IN THE THIRD ADDITION TO CLEARING, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK, STATE OF ILLINOIS.

Rider attached hereto a part thereof

TS3459 (1062)

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% per cent per annum in installments as follows: --- TWO THOUSAND NINE HUNDRED FIFTY FIVE DOLLARS AND 16/100 --- \$2,955.16 --- day of September 19 87 and --- TWO THOUSAND NINE HUNDRED FIFTY FIVE DOLLARS AND 16/100 --- \$2,955.16 --- day of the month thereafter until said note is fully paid except that the

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