

TRUST DEED

1987 SEP -2 PH 3:04

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made AUGUST 14 1987, between MICHAEL VLAMIS AND HELEN VLAMIS, HIS WIFE, AND SAM STAMATIS AND LITSA STAMATIS, HIS WIFE.

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

THREE HUNDRED FIFTY THOUSAND (\$350,000.00) AND 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF NATIONAL BANK OF GREECE, S. A., CHICAGO BRANCH

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from AUGUST 14, 1987 on the balance of principal remaining from time to time unpaid at the rate of SEVEN PER CENT per annum in instalments (including principal and interest) as follows:

ATTACHED

SEE RIDER I ATTACHED Dollars or more on the day of 19 and 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 day of 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 per annum and All said principal and interest being made payable at such banking house or trust company in CHICAGO Illinois, 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 NATIONAL BANK OF GREECE, S.A. in said City, 168 NORTH MICHIGAN AVENUE

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

15.00

LOT 16 (EXCEPT THE NORTH 5 FEET THEREOF AND ALL OF LOTS 17 AND 18 AND THE NORTH 5 FEET OF LOT 19, IN BLOCK 2 IN PENNOCK IN THE WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #13-26-300-009 ALL E.A.O.M. COMMON ADDRESS: 2731 NORTH PUTASKI ROAD CHICAGO, IL 60639

THIS DOCUMENT PREPARED BY NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH, 168 NORTH MICHIGAN AVENUE, CHICAGO, IL 60601

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 Mortgagors 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, 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 the mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Michael Vlamis [SEAL] Sam Stamatias [SEAL] Helen Vlamis [SEAL] Litsa Stamatias [SEAL]

STATE OF ILLINOIS, I, HELEN D'ORIO, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL VLAMIS, HELEN VLAMIS, SAM STAMATIS, AND LITSA STAMATIS

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth.

Given under my hand and official Seal this 14TH day of AUGUST 1987. Helen D'Orio Notary Public My Commission Expires May 20, 1990

Notarial Seal

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R I D E R I

The principal sum of THREE HUNDRED FIFTY THOUSAND (\$350,000.00) AND 00/100 with interest on the unpaid principal balance from August 14, 1987, until paid, at the rate per annum equal to ONE AND ONE HALF (1½%) per cent above the Bank's prime rate and after payment is due, then, at the rate per annum equal to THREE AND ONE HALF (3½%) per cent above the Bank's prime rate provided that in no event (before or after payment is due) shall the interest be less than NINE AND THREE QUARTERS (9 ¾%) per cent per annum. The interest rate shall change when the Bank changes the prime rate, and shall be computed on a 360-day year basis for the actual number of days elapsed. The term "prime rate" means the rate of interest publicly announced by the Bank from time to time as its prime rate, which prime rate is not necessarily the lowest rate charged by the Bank to any of its customers. The Bank is not obligated to give notice of fluctuations in the prime rate, except as herein provided.

Principal and interest shall be payable to the National Bank of Greece, S.A., Chicago Branch, 163 North Michigan Avenue, Chicago, Illinois, or such other place as the Note holder may designate in TWELVE (12) consecutive monthly installments of FOUR THOUSAND TWENTY (\$4,020.00) AND 00/100 DOLLARS on the 14TH day of each month beginning September 14, 1987, then TWELVE (12) consecutive monthly installments of FOUR THOUSAND ONE HUNDRED EIGHTY TWO AND (\$4,182.00) AND 00/100 DOLLARS on the 14TH day of each month beginning September 14, 1988, then TWELVE (12) consecutive monthly installments of FOUR THOUSAND THREE HUNDRED EIGHTY TWO (\$4,382.00) AND 00/100 DOLLARS on the 14TH day of each month beginning September 14, 1989, then TWENTY THREE (23) consecutive monthly installments of FOUR THOUSAND FIVE HUNDRED TWENTY FIVE (\$4,525.00) AND 00/100 DOLLARS on the 14TH day of each month beginning September 14, 1990. Such monthly installment shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on August 14, 1992.

If the interest herein increases such that any monthly installment payment as set forth in this paragraph is not sufficient to pay the full amount of interest due, then the amount of each such installment payment shall increase to the full amount of interest due.

The term "Bank" refers to the National Bank of Greece, S.A., Chicago Branch.

There shall be no penalty for prepayment of the Note.

BY: Michael Vlamis
Michael Vlamis

BY: Helen Vlamis
Helen Vlamis

BY: Sam Stamatis
Sam Stamatis

BY: Litsa Stamatis
Litsa Stamatis

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RIDER II ATTACHED TO AND MADE A PART OF A TRUST DEED DATED
AUGUST 14, 1987 EXECUTED BY THE UNDERSIGNED
IN THE AMOUNT OF \$THREE HUNDRED FIFTY THOUSAND (\$350,000.00) AND 00/100

1.- In the event of any inconsistencies between the terms of the Rider and the provisions as contained in the printed portion of said Trust Deed, the terms of this Rider shall prevail and be deemed to have superseded said printed portion to the extent that such inconsistency may exist.

2.- In addition to the payment provided for in the Trust Deed to which this Rider is attached, the Mortgagors agree to pay to the Holder of the Note for which the Trust Deed was executed, if the Holder so request, on each monthly payment date, a sum equal to one-twelfth (1/12th) of the annual assessment cost charged against said premises, and of the annual premium for insurance carried in connection with said mortgage. Said Holder shall use such funds semi-annually for the payment of said costs, and if not sufficient, the Mortgagors shall pay such deficiency. Said Holder shall not be required to inquire into the validity or accuracy of any of said taxes, assessments or premiums, and shall not be required to advance sums in excess of the deposit of the Mortgagors. Said Holder shall not incur any personal liability for anything which it may do, or omit to do, in connection therewith.

3.- Mortgagors are not to execute new Leases for the premises in question, during the period the Note is unpaid, without the written consent of the Note holder.

4.- In the event either the legal or equitable (beneficial interest) ownership of the Real Estate is transferred or a contract, agreement or articles of agreement for deed or for assignment of beneficial interest is entered into by the then legal owner of the legal title to or beneficial interest in the land trust holding legal title to the Real Estate, or a lease for all or substantially all of the Real Estate is entered into containing an option to purchase the Real Estate or a right of first refusal as to the Real Estate, then in any of the foregoing events and at the election of the holder of the Installment Note which the Trust secured and the Trust Deed, the entire then remaining principal balance and any accrued interest thereon shall, upon said election, thereupon automatically become due and payable in full.

5.- In addition to any other insurance requirements set forth in this Trust Deed, the Mortgagors agree to carry or cause to be carried, casualty insurance (Broad Form) in companies acceptable to the holder, in an amount equal to at least ninety (90%) percent of the cost of replacement of the building from time to time, and further, the holder shall be named under a "mortgagee's loss payable" clause as "co-insured," Form 107.

All proceeds of said insurance policies shall, at the option of the holder of the Note and Trust Deed, be applied in repayment of the outstanding balance (principal and interest) of said indebtedness, and shall be payable to the order of the owner and mortgagee, as their respective interests may appear.

In the event the holder does not so elect to apply said proceeds in reduction of said indebtedness, said insurance proceeds shall be paid directly to fully restore the building to its condition immediately prior to said casualty.

Mortgagors shall carry or cause to be carried, during the terms of this Trust Deed, liability and dram shop insurance, if applicable, in good and sufficient companies reasonably acceptable to the holder hereof, and in amounts the holder of the Note may reasonably request.

6.- It is understood and agreed that this loan constitutes a business loan which is exempt from the disclosure requirements of Regulation Z (Truth in Lending) of the Board of Governors of the Federal Reserve System, and is exempt from the State of Illinois statute on usurious interest pursuant to Ch.17, Par.6404, Subpar. 1(c).

7.- Notwithstanding anything to the contrary herein contained, the holder of the Installment Note shall not be liable for any failure to apply to the payment of taxes and insurance premiums any amounts deposited as tax and insurance deposits unless Mortgagors, while no default exists hereunder, shall have requested

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-the Note holder in writing, to make application of such deposits on hand to the payment of the particular taxes or insurance premiums for the payment of which such deposits were made, accompanied by the bills therefor.

8.- The Mortgagors hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf and on behalf of each and every person, excepting only decree or judgment creditors of the Mortgagors acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the Mortgagors, and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chap. 10, Par. 12, Subparagraph 124.5 of the Illinois Statutes. The Mortgagors will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Note Holder, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

9.- The Mortgagors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Michael Vlanis
Michael Vlanis

Helen Vlanis
Helen Vlanis

Sam Stamatis
Sam Stamatis

Litsa Stamatis
Litsa Stamatis

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