

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

CHICAGO

THIS INDENTURE, Made NOVEMBER 30, 1987, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF 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 November 17, 1987 and known as trust number 104043-09, 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 here- with in the Principal Sum of -----SIX HUNDRED SEVENTY THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/00----- \$670,250.00.

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 10. 1/2 per cent 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, Ill. 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:

- P.I.N. 13-05-408-016-0000 Lot 8
13-05-408-017-0000 Lot 7
13-05-408-018-0000 Lot 6
13-05-408-019-0000 Lot 5
G-D-O

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 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 and 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 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

71-37-077-DI Rider attached hereto and made a part thereof

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

5779 Milwaukee CHICAGO, ILLINOIS (kozonis, demetrios)

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or hereafter situated on said premises... providing for payment by the insurance companies of moneys sufficient to pay the amount of replacement...

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...

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 (a) immediately in the case of default in making payment of any installment of principal or interest on the note...

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...

5. 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...

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...

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...

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...

AMERICAN NATIONAL BANK AND TRUST COMPANY

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 said note or any interest that may accrue thereon...

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 the Assistant Vice President, the day and the year first above written.

PARKWAY BANK AND TRUST COMPANY As Trustee as aforesaid and not personally, By [Signature] VICE-PRESIDENT-TRUST OFFICER Attest [Signature] ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS ss. I, Octavia M. Greene, a Notary Public in and for said State of Illinois, do hereby Certify, that

[Signature] Vice-President-Trust Officer of Parkway Bank and Trust Company, American National Bank and Trust Company of Chicago, 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.

"OFFICIAL SEAL" Octavia M. Greene Notary Public, State of Illinois My Commission Expires 10/2/91

GIVEN under my hand and Notarial Seal this DEC 02 1987 day of [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 TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instrument mentioned in the within Trust Deed has been identified PARKWAY BANK AND TRUST COMPANY herewith under Identification No. [Signature]

CONSTRUCTION LOAN: 180 DAYS. Interest only shall be payable monthly and shall be calculated on the actual dollars used during that month. Construction loan matures on May 23, 1983

END LOAN: Said Principal sum of --SIX HUNDRED SEVENTY THOUSAND TWO HUNDRED FIFTY DOLLARS--\$670,250.00--and interest of 18.1/2% payable in installments of Principal and Interest of--SIX THOUSAND SIX HUNDRED NINETY ONE DOLLARS AND 65/69--\$6,691.65--per month on the 23rd day of June 1988 and on the 23rd day of each and every month thereafter until this note is fully paid, shall be due on the 23rd day of June 1991. All such payments on account of indebtedness evidenced by this note shall be first applied to Interest on the unpaid principal balance and the remainder to principal.

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Property of Clerk's Office

lots 5, 6, 7 and 8 in Block 2 (except that part taken for widening Milwaukee Avenue) in Harvey Hill and Company's Subdivision of that part of the South East 1/4 of Sectional Section 5, Township 40 North, Range 10 East of the Third Principal Meridian, described as follows:

Commencing at a point 1.38 chains South of the North West corner of said quarter section, running thence South on West 1/2 of said quarter section, 1128.15 feet more or less to center of Milwaukee Place Road; thence running Southeasterly along center of said road, 602.5 feet; running thence North parallel with the West line of said quarter section, 127.9 feet more or less to center of Elston Road; thence Northwest along center of said road, 418.5 feet to place of beginning, according to the plat of said subdivision recorded January 6, 1915 as Document 5557020, in Cook County, Illinois.

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