

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made January 26, 1987, 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 November 2, 1978 and known as trust number 4692, herein referred to as "First Party," and COLONIAL BANK AND TRUST COMPANY OF CHICAGO

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 THIRTY THOUSAND AND NO/100 (\$30,000.00)

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 January 26, 1987 on the balance of principal remaining from time to time unpaid at the rate of ** per cent per annum in instalments as follows: including any renewals, extensions, or modifications thereof.

until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 27th day of July, 1987

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 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 All American Bank of Chicago, 3611 N. Kedzie Ave., Chicago, Illinois.

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:

Lot 27 in Block 4 in North West Land Association Subdivision of the South 665.6 feet of the East 1/2 of the North East 1/4 of Section 14, Township 46 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax ID #13-14-225-014 B-B-C-O 8B

Property commonly known as: 4419 N. Kimball, Chicago, Illinois.

87060972

DEPT-31 RECORDING #12 25 1W3333 TRAN 7122 01/30/87 12:01:00 #4370 #A *-87-060972 COOK COUNTY RECORDER

*All American Bank of Chicago's prime rate of interest, plus One (1%) percent per annum, in effect from time to time, adjusted daily, said rate initially being Eight and one-half (8-1/2%) percent hereon.

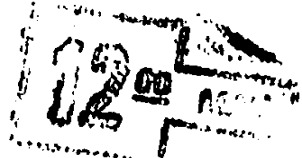
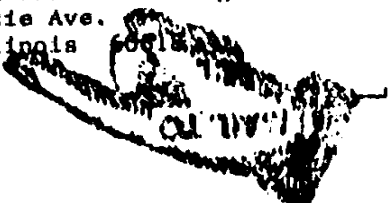
** Three (3%) percent in excess of the aforementioned rate.

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, inodor 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 Mr. John L. Frieberg, III
E STREET All American Bank of Chicago
L CITY Chicago, Illinois
V INSTRUCTIONS



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FOR THE PROTECTION OF BOTH THE BORROWER AND LEND... ER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE

IMPORTANT

The instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No.

My Commission Expires Apr. 4, 1987

Given under my hand and Notarial Seal this 30th day of September 19 87

Trustee as aforesaid, for the uses and purposes therein set forth... Trustee as aforesaid, for the uses and purposes therein set forth...

STATE OF ILLINOIS COUNTY OF COOK SS

ROSEANNE DUPRE, Vice-President, Trust Officer, and Assistant Cashier of the Parkway Bank and Trust Company, Inc. Do hereby certify, that I, the undersigned, a Notary Public in and for said County, in the state aforesaid, and

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 Cashier, as aforesaid, has caused these presents to be

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 Cashier, as aforesaid, has caused these presents to be

11. See rider attached hereto and made a part hereof.

and any Trustee or successor shall be entitled to reasonable compensation... 10. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds... 9. Trustee shall release the trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by the trust deed has been fully paid... 8. Trustee has no duty to examine the title, location, existence, or condition of the premises... 7. Trustee or the holders of the note shall have the right to inspect the premises... 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 sales... 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right after the expiration of said three day period... 3. At the option of any lender, the note and interest thereon shall be secured by the trust deed... 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 officer without inquiry into the accuracy of such bill, statement or estimate... 1. The Trustee or the holders of the note shall never be considered as a guarantor of any debt secured by this instrument...

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BETWEEN

PARKWAY BANK & TRUST COMPANY, not personally
but as Trustee U/T/A #4692

(AS MORTGAGORS)

AND

COLONIAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE

In the event of (i) the sale, conveyance, or transfer of the premises, or any part thereof, or any interest therein, (ii) the execution of Articles of Agreement for conveyance of title to the premises, (iii) the grant of a leasehold interest containing an option to purchase the premises, or (iv) the change in ownership of the beneficial interest in a trust, in circumstances where title to the premises is vested in a trustee of such trust, without the prior written consent of the Holders of the Note, the Holders of the Note shall have the right at their option to declare all sums secured by this Mortgage to be immediately due and payable.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgement creditors of Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

To provide for payment of taxes and assessments, the Mortgagor shall deposit with the Mortgagee on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises as determined by the amount of the last available bills. As taxes and assessments become due and payable, the Mortgagee is authorized to use such deposits for the purpose of paying taxes or assessments, and in the event any deficit shall exist in the amount of such deposits, the Mortgagor agrees to pay any difference forthwith.

This Agreement is entered by Parkway Bank & Trust Co., not personally but as Trustee U/T/A #4692, and the undersigned, the parties hereto and their respective successors and assigns.

Parkway Bank & Trust Company, not
personally but as Trustee U/T/A #4692


ASST. VICE PRESIDENT-TRUST OFFICER

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts or statements herein contained.

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(ENCLOSURE)

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Property of Cook County Clerk's Office

