

# UNOFFICIAL COPY

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## TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, Made August 10, 1988, 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 July 29, 1988 and known as trust number 8952, 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 SEVEN HUNDRED THOUSAND AND NO 00/100ths (\$700,000.00)

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: Seven Thousand Nine Hundred Fifty Six and 20/100ths (\$7,956.20) Dollars on the 10th day of August, 19 88 and Seven Thousand Nine Hundred Fifty Six and 20/100ths (\$7,956.20)

Dollars on the 10th 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 10th day of September, 1993. 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 Parkway Bank and Trust Company, 4800 N. Harlem Avenue, 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:

LOT 28 (EXCEPT FROM SAID LOT 28 THE WEST 1,289.79 FEET AS MEASURED ALONG THE NORTH LINE THEREOF AND EXCEPT ALSO FROM SAID LOT 28 THAT PART LYING EAST OF A STRAIGHT LINE RUNNING THROUGH A POINT 1,539.79 FEET AS MEASURED AT RIGHT ANGLES TO AND DRAWN FROM THE MID-POINT OF THE WEST LINE OF SAID LOT, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT AND SAID WEST LINE EXTENDED SOUTH TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT EXTENDED WEST) IN CENTEX INDUSTRIAL PARK UNIT NO. 5, BEING A SUBDIVISION IN SECTION 3E, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 08-35-200-021-0000

THIS TRUST DEED IS ONE (1) OF TWO (2) TRUST DEEDS SECURING A NOTE OF EVEN DATE IN THE TOTAL SUM OF \$700,000.00.

1300

THIS INSTRUMENT PREPARED BY  
**ARMELLA A. RATAJ**  
4800 NORTH HARLEM AVENUE  
HARWOOD HEIGHTS, IL 60656

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto heretofore 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 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.

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

DELIVER INSTRUCTIONS  
NAME pre-paid copy  
STREET now to  
CITY PARKWAY BANK & TRUST CO.  
4800 N. HARLEM AVE.  
L HARWOOD HEIGHTS, IL. 60656  
BOX 282

2416 Estes  
Elk Grove Village, IL 60007

88377334

or hereafter situated on said premises... providing for payment by the insurance companies of moneys sufficient to pay the cost of replacing or repairing the same...

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, 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...

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 for attorney's 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, guaranty 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...

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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

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, of the receiver 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 incurrence 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 or closing 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 authorization is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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 exercising any power herein given.

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, 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 note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder of which contents 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 on 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.

10. 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 of Deeds or 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.

Rider attached hereto and made part thereof

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, an additional sum equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises and one-twelfth (1/12th) of the annual premium for insurance carried in connection with said premises; all as estimated by 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, 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 hereinabove mentioned. Such tax and insurance deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments and renewal of such insurance policies, 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 therefor pay and deposit such additional funds as may be necessary to pay such taxes, assessments and insurance premiums in full. It shall not be obligatory upon the mortgagee or bearer to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring 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.

ST 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 per cent (20%) 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 sale of the property, execution of Articles of Agreement, transfer of title or change in the beneficial ownership to the aforementioned described real estate, without the prior written approval from the holder of the note secured by this instrument, then at the option of the holder of the note, the entire unpaid balance due on or under this instrument, together with accrued interest thereon, shall immediately become due and payable in full without notice to anyone.

At the maturity, you must repay the entire principal balance of the loan and unpaid interest then due. This loan matures and is payable in full at the end of 5 years, unless extended for an additional 5 years with payments based on the original amortization period. Provided however the bank may elect to lower or increase the interest or offer the same rate. If the rate is to be increased, it may be adjusted only to a level that is 1% higher than the effective or yield rate then applicable to U.S. Government Bonds maturing in approximately 5 years from such extension date. Provided however in no event shall the interest rate be increased by more than 1%. The bank is under no obligation to refinance the loan at ultimate maturity. A renegotiation fee of one (1) % of the current loan balance will be due and payable to the Bank in the event the mortgagors elect to extend the loan beyond its original maturity.

FOR RECORDER

In the event the mortgagor fails to make a payment of any installment of principal and interest as agreed, and such default continues for 11 days, the holder reserves the right in such event to assess a charge of 5% of the principal and interest amount of 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 Aug. 10, 1988 between Parkway Bank and Trust Company as Trustee under Trust No. 8952 dated June 29, 1988 Parkway Bank and Trust Company expressly is made a part hereof.

and in the exercise of the power hereby warrants that it possesses full and complete authority, power, ability, if any, being expressly and its successors and assigns, or owners of any indebtedness so created, in the manner herein

has caused these presents to be signed, the day and year first

SILENT-TRUST OFFICER  
STANT VICE PRESIDENT  
y Certify, that  
Vice-President-Trust Officer

onally known to me to be the  
s such Vice-President-Trust  
ty in person and acknowledg-  
and voluntary act and as the  
d purposes therein set forth;  
is custodian of the corporate  
his own free and voluntary  
he uses and purposes therein

  
Notary Public

at Deed has been identified  
y

Trustee

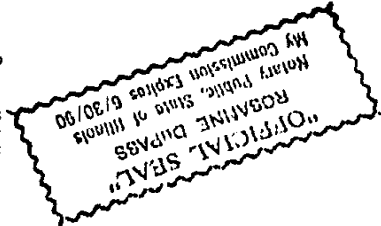
Form 82-530 Bankforms, Inc.

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FOR THE PROTECTION OF BOTH THE BORROWER AND LEND... THE NOTE SECURED BY THIS TRUST DEED SHOULD BE... THE INSTALMENT NOTE MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED... Parkway Bank and Trust Company



day of August 1968

GIVEN under my hand and Notarial Seal this 10th day of August 1968... 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.

By: B. H. Schreiber, Vice-President-Trust Officer

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

STATE OF ILLINOIS COUNTY OF COOK... PARKWAY BANK AND TRUST COMPANY AS TRUSTEE AS AFORESAID AND NOT PERSONALLY... IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

THIS TRUST DEED executed by PARKWAY BANK AND TRUST COMPANY, and personally by its Assistant Vice President, as Trustee as aforesaid, 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, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

88377334

Notary Attached hereto and made...

Cook County Clerk's Office

UNOFFICIAL COPY

D E L I V E R E D

INSTRUCTIONS

NAME STREET CITY

PARKWAY BANK & TRUST CO. 4800 N. HARLEM AVE. HARWOOD HEIGHTS, IL. 60656

BOX 282

Blk Grove Village, IL 60007

2416 Estes

1. Until the indebtedness... IT IS FURTHER UNDERSTOOD AND AGREED THAT TO HAVE AND TO HOLD the premises... TOGETHER with all improvements... which, with the property hereinafter described, is referred to herein as the "premises."

1300

ARMELLA A. RATAJ 4800 NORTH HARLEM AVENUE HARWOOD HEIGHTS, IL 60656

THIS TRUST NEED IS ONE (1) OF TWO (2) TRUST DEEDS SECURING A NOTE OF EVEN DATE IN THE TOTAL SUM OF \$700,000.00.

Permanent Real Estate Index Number: 08-35-200-021-0070

LOT 28 (EXCEPT FROM SAID LOT 28 THE WEST 1,289.79 FEET AS MEASURED ALONG THE NORTH LINE THEREOF AND EXCEPT ALSO FROM SAID LOT 28 THAT PART LYING EAST OF A STRAIGHT LINE RUNNING THROUGH A POINT 1,539.79 FEET AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID LOT AND SAID WEST LINE EXTENDED SOUTH TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT EXTENDED WEST) IN GENEX INDUSTRIAL PARK UNIT NO. 5, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INDENTURE, Made August 10, 1988, 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 July 29, 1988 and known as trust number 8952, 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 (\$700,000.00) 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: Dollars on the 10th day of August, 1988 and 20/100ths (\$7,956.20) Dollars on the 10th 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 10th day of September, 1993. 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 installment unless paid when due shall bear interest at the rate of 12% 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 Avenue, 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, release, assign, alien and convey into 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:

7178871 2083

THE ABOVE SPACE FOR RECORDERS USE ONLY

COOK COUNTY, ILLINOIS FILED FOR RECORD 7 3 3 88377334 88377334 1988 AUG 19 PM 1:26

TRUST DEED Circulation 26441