

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

DB 1002 DB

THIS INDENTURE, Made October 10, 1990, 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 29, 1986 and known as trust number 8070, 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 Seventy Six Thousand Five Hundred and No 00/100ths (\$76,500.00)

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 *B+1/2% per cent per annum as follows:

INTEREST ONLY SHALL BE PAYABLE MONTHLY beginning on the 10th day of December, 1990

except that the final payment of principal and interest, if not sooner paid, shall be due on the 10th day of November, 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 *B+3/4% 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

LEGAL DESCRIPTION

PARCEL 1: Unit No. 203 in the Grace Manor Condominium as delineated on the Plat of Survey for the following described parcel of real estate, the Northerly 75 feet as measured on the West line of the following described tract of land; that part of the East Half (1/2) of the South East Quarter (1/4) of Section 17, Township 41 North, Range 12 East of the Third Principal Meridian, bounded by a line described as follows: commencing at a point in the West line of the East 1/2 of the South East 1/4 aforesaid 579 feet South of the North West corner of the East 1/2 of the South East 1/4 aforesaid; thence South 83 degrees, 30 minutes, East 156 feet to a point; thence North parallel with the West line of the East 1/2 of the South East 1/4 aforesaid, 279.23 feet; thence North 83 degrees 30 minutes, West 156 feet to a point in the West line of the East 1/2 of the South East 1/4 aforesaid 279.23 feet North of a point of beginning; thence South along the West line of the East 1/2 of the South East 1/4 aforesaid 279.23 feet to the point of beginning. (Except that part occupied by Graceland Avenue) East of the Third Principal Meridian which survey is attached as Exhibit 'A' to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document number 86581946, in Cook County, Illinois.

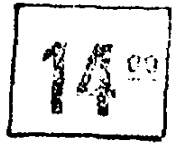
PARCEL 2: The exclusive right to the use of parking space 5 limited common elements, as delineated on the survey attached to the Declaration aforesaid recorded as Document Number 86581946.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN. This Deed is subject to all rights, easements, covenants, conditions, restrictions, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Permanent Index Number: 09-17-402-016-0000 Address: 463 Graceland, Des Plaines, Illinois 60016

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



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INSTRUMENT PREPARED BY ANELLA A. RATAJ 1005 N. HARLEM AVENUE HARWOOD HEIGHTS, IL 60656

If rents, taxes and profits thereon are to be paid to a party with to supply heat, gas, air conditioning, restricting the foregoing), screens, going are declared to be a part of or articles hereafter placed in the premises, and upon the uses and trusts

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

463 Graceland Unit 203
Des Plaines, Illinois 60016

Bank of America... after...

UNOFFICIAL COPY

or hereafter situated on said premises... companies of moneys sufficient to pay the cost of replacement of any... full the indebtedness secured by this 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 office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title of claim thereon.

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 any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time 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 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, E-Trens 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. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or the preparation for the commencement of any suit for the foreclosure hereof, or the accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 incurred in 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.

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 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 then be occupied as a homestead or not, and the Trustee hereunder may be appointed as such receiver. Said 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 of any tax, special assessment or other lien which may be or become a lien on the hereunder or of such decree, provided such application 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 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.

9. 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 by 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 a copy is retained 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 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 its 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 of 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.

THIS LOAN IS PAYABLE IN FULL AT THE END OF THREE YEARS. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

THIS TRUST DEED IS SECURED 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 the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and the lender or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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

PARKWAY BANK AND TRUST COMPANY As Trustee as aforesaid and not personally.

By [Signature] Asst. VICE-PRESIDENT-TRUST OFFICER
Attest: [Signature] ASSISTANT VICE-PRESIDENT-TRUST OFFICER

STATE OF ILLINOIS
COUNTY OF COOK

ss.

I, the undersigned,
Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that
Rosanne DuPass Ass^t Vice-President-Trust Officer
JoAnn Kubinski, Asst. Trust Officer

of Parkway Bank And Trust Company, 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 OF
GLORIA WILLIAMS
Notary Public in and for the State of Illinois
MY COMMISSION EXPIRES AUGUST 25, 1991

my hand and Notarial Seal this 11th day of October, A.D. 19 90
Gloria Williams
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 Instalment Note mentioned in the within Trust Deed has been identified
Parkway Bank and Trust Company
hereby under Identification No. 3995
Debra Kevatice, A.V.P.
Trustee

515501028

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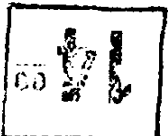
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CITY
STREET
NAME

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

463 Graceland Unit 203
Des Plaines, Illinois 60016

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all issues and profits therefrom 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 restriction, the foregoing, 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.

THIS INSTRUMENT PREPARED BY
ARMELLA A. RATAJ
4800 NORTH HARLEM AVENUE
HARWOOD HEIGHTS, IL 60656
8207050505



Witness with the terms, provisions and hereby acknowledged, does by me and

except that the day of November, 1993, applied to interest on the each installment unless and principal and interest may, from time to time, Bank and Trust Company

ber, 1990

THIS INSTRUMENT, Made October 10, 1990, 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 29, 1986 and known as Trust number 8070, 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 installment note bearing even date here-with in the Principal Sum of Seventy Six Thousand Five Hundred and No

made payable to the order of BARKER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate and hereinafter specifically described, the said principal sum and interest from date of INTR of 2281002 DB

THIS INSTRUMENT, Made October 10, 1990, 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 29, 1986 and known as Trust number 8070, 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 installment note bearing even date here-with in the Principal Sum of Seventy Six Thousand Five Hundred and No

90504078

TRUST DEED

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COOK COUNTY ILLINOIS 04078
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Seventy Six Thousand Five Hundred and No

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FOR THE PROTECTION OF BOTH THE BORROWER AND LEND... THE NOTE SECURED BY THIS TRUST DEED SHOULD BE... THE INSTALMENT NOTED MENTIONED IN THE WITHIN FIRST DEED HAS BEEN IDENTIFIED

STATE OF ILLINOIS COL. CITY OF COOK... JOHANN KUBITNSKI, ASST. TRUST OFFICER... ROSANNE DUBASS, ASST. VICE-PRESIDENT-TRUST OFFICER... PARKWAY BANK AND TRUST COMPANY

THIS TRUST DEED IS ASSIGNED BY PARKWAY BANK AND TRUST COMPANY... TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST, THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.