

UNOFFICIAL COPY



TRUST DEED

90012100

CITC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, MADE January 4, 19 90, between Steven J. Rezabek & James L. Rezabek (J)

PARKWAY BANK

herein referred to as Mortgagors," and ~~PARKWAY BANK~~ 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 **** 6,000.00 ****

**** SIX THOUSAND & 00/100 * * * * * Dollars,**
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER **PARKWAY BANK & TRUST COMPANY**

and deliver 1, n and by which said Note the Mortgagors promise to pay the said sum and interest from January 4, 1990 on the balance of principal remaining from time to time upaid at the rate of 11.50 per cent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED NINETY SEVEN & 85/100 * * * * * Dollars or more on the 4th day of February 19 90, and ONE HUNDRED NINETY SEVEN & 85/100* * * * * Dollars or more on the 4th day of each 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 4th day of January, 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 11.50 per annum, and all of said principal and interest being made payable at such banking house or trust company in Harwood Heights, 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 **PARKWAY BANK & TRUST COMPANY** in said City.

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, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Unit 124-2, as delineated on survey of Lot 12, in Block 'B' in White's Addition to Evanston, being a Subdivision of part of the North half of the North half of the South East quarter of Section 19, Township 41 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit "A", to Declaration made by the First National Bank & Trust Company of Evanston, a National Banking Association, as Trustee under Trust Agreement, dated February 11, 1974, and known as Trust No. R-1705, recorded in the Office of Recorder of Deeds of Cook County, Illinois as document No. 22767523.

125 Kedzie Street, Unit #2 PERMANENT TAX NO: 11-19-405-031-1005
Evanston, IL 60202

DEPT-01 RECORDING \$13.25
1-5333 TRAN 5724 01/08/90 14:57:00
#8730 # * -90-012100

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to and COUNTY RECORDER profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily on a party 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 S and seal S of Mortgagors the day and year first above written

X Steven J. Rezabek [SEAL] X James L. Rezabek [SEAL]
Steven J. Rezabek James L. Rezabek
[SEAL] [SEAL]

STATE OF ILLINOIS, I, the undersigned
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of Cook THAT Steven J. Rezabek & James L. Rezabek (J)

who are personally known to me to be the same person S whose name S 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 uses and purposes therein set forth.

OFFICIAL SEAL
MARIANNE L. WAGENER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG 25, 1991

Given under my hand and Notarial Seal this 4th day of January 19 90.
90-012100 Marianne L. Wagener Notary Public,

13 Mar

RE TITLE SERVICES 7 R-2092

90012100

Harwood Heights, IL 60656

4800 N. Harlem

PARKWAY BANK & TRUST COMPANY

TO:

MAIL

125 Kedzie Street, Unit #2

DESCRIBED PROPERTY HERE

INSERT STREET ADDRESS OF ABOVE

FOR RECORDERS INDEX PURPOSES

OFFICER

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 3509

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed... 2. Mortgages shall pay before any general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm... 4. In case of default, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder... 5. 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... 6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 7. When the real estate hereby secured shall become due and whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, an amount of all costs and expenses incurred by the Trustee in connection with the foreclosure proceedings, including all such costs as are mentioned in the preceding paragraph hereof... 9. Upon, or at any time after the filing of a bill to foreclose, the court in which such bill is filed may appoint a receiver of said premises... 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party asserting same in an action at law upon the note hereby secured... 11. 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... 12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures of the signatories on the note or trust deed... 13. 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... 14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of or through indebtedness or may part thereof, whether or not such persons shall have executed the note or this Trust Deed... 15. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued... 16. The provisions of the Trust and Trustees Act of the State of Illinois shall be applicable to this trust deed.