

UNOFFICIAL COPY

90021549

TRUST DEED

JAN 16 1990 43

90021549

90021549

THE ABOVE SPACE FOR RECORDERS USE ONLY

72-40-958 DBD

THIS INDENTURE, Made JANUARY 5, 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 July 19, 1988 and known as trust number 8941, 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 FIFTY THOUSAND FIVE HUNDRED AND NO/100ths--- (\$750,900.00)---

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

INTEREST ONLY SHALL BE PAYABLE MONTHLY AND SHALL BE CALCULATED ON THE ACTUAL DOLLARS

USED DURING THAT MONTH except that the final payment of principal and interest, if not sooner paid, shall be due on the 5TH day of JANUARY 1991.

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 1/2 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

90021549

Lot Two (2) in Suerth's Resubdivision of part of Lots 4 and 5 in the subdivision of that part of the East Half (1/2) of the SouthEast Quarter (1/4) of Section 36, Township 41 North, Range 12 East of the Third Principal Meridian, lying North of Railroad, according to Plat of Suerth's Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 22, 1958, as Document Number 1791850.

HARWOOD HEIGHTS, IL 60656

THIS LOAN IS PAYABLE IN FULL AT THE END OF ONE YEAR. 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.

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 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 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

09-36-419-09K-000

14 00

90021549

DELIVERY INSTRUCTIONS NAME PARKWAY BANK & TRUST CO. STREET 4800 N. HARLEM AVE. CITY HARWOOD HEIGHTS, IL 60656 BOX 292

6483 N. Northwest Highway Chicago, Illinois 60631

Rider attached hereto and made a part thereof

or hereafter situated on said premises inured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby.

2. The Trustee of 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 of into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

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 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.

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

STATE OF ILLINOIS ss. I, the undersigned Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that Rosanne DuPass Asst. Vice-President-Trust Officer

of Parkway Bank And Trust Company, Joan M. Schwartz 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.

GIVEN under my hand and Notarial Seal this 9th day of January A.D. 19 90 [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 Instalment Note mentioned in the within Trust Deed has been identified PARKWAY BANK AND TRUST COMPANY herewith under Identification No. 3514 [Signature] Trustee

90021549

UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LEND... IMPORTANT

PARKWAY BANK AND TRUST COMPANY... herewith under identification No. 3517

Notary Public... day of January 9th 1990

MY COMMISSION... EXPIRES ON JANUARY 1990

of Parkway Bank and Trust Company... Assistant Vice President and Trust Company...

STATE OF ILLINOIS... COUNTY OF COOK

PARKWAY BANK AND TRUST COMPANY AS TRUSTEE AS AFORESAID AND NOT PERSONALLY...

THIS TRUST DEED RECEIVED BY PARKWAY BANK AND TRUST COMPANY... and authority conferred upon and vested in it as such Trustee...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

90021549

Form 83-60 Bank Forms, Inc.

Trustee

Notary Public

day of January 9th 1990

of Parkway Bank and Trust Company... Assistant Vice President and Trust Company...

STATE OF ILLINOIS... COUNTY OF COOK

PARKWAY BANK AND TRUST COMPANY AS TRUSTEE AS AFORESAID AND NOT PERSONALLY...

THIS TRUST DEED RECEIVED BY PARKWAY BANK AND TRUST COMPANY... and authority conferred upon and vested in it as such Trustee...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...

Trustee shall release this trust deed and the... Trustee has no duty to examine the title...