

91 212727

## TRUST DEED

91212727

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 1, 1991, 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 February 26, 1991 and known as trust number 9936, 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

**TWO HUNDRED AND SEVENTY-FIVE THOUSAND AND NO/100THS** (\$275,000.00)  
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 10 1/2 per cent per annum in instalments as follows:

**TWO THOUSAND SEVEN HUNDRED FORTY-FIVE AND 55/100THS** (\$2,745.55)  
Dollars on the 15th day of May 1991 and

**TWO THOUSAND SEVEN HUNDRED FORTY-FIVE AND 55/100THS**  
Dollars on the 15th 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 15th day of April, 1994. 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 13 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, IL 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, reme, release, alien and convey unto 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:

THE SOUTH 10 FEET OF LOT 7 AND ALL OF LOTS 8, 9 AND 10 (EXCEPT THE WEST 49 FEET 3-5/8 INCHES OF SAID TRACT) IN BLOCK 5 IN SUMMERDALE SUBDIVISION OF PART OF SECTIONS 7 AND 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING WEST OF A LINE 43 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 7 AFORESAID), ALL IN COOK COUNTY, ILLINOIS.

P.I.N. #14-07-219-041

THIS INSTRUMENT PREPARED BY  
ARME...  
4800 NORTH HARLEM AVENUE 1-212727  
HARWOOD HEIGHTS, IL 60656  
COOK COUNTY RECORDER

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 and conveyed on a parity with said real estate and not secondarily), and all apparatus, equipment, or articles now or hereafter thereon 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, indoor beds, swings, 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 on 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 mechanics' or other liens or claims but then 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 holder 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 ordinance 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, utility water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holder 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 Y INSTRUCTIONS  
NAME PARKWAY BANK AND TRUST CO.  
STREET 4800 N. HARLEM AVE.  
CITY HARWOOD HEIGHTS, IL. 60656  
L 50X 282

5306 Ashland  
Chicago, IL 60640

1629

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hereafter situated on said premises... shall be deemed to have been... provided for payment by the insurance... holders of the... and re... respective... purchase... herein... herewith... hereby... debted... annum... of this... accord... estimate... in trust... fault in... as to do... ny time... by right... for sale... es, ap... to be... and... suit be... ditor and... with (a) ... Jan. by... of after... g which... At of all... other... ranted... rights... said per... cation... of the... covered... and a de... party... ts which... e of said... indebt... ne to the... stied for... this trust... except... is before... business... either... which... pt as the... such com... be release... may ac... tained of... been re... mmes etc... Trustee.

Property of Cook County Clerk's Office

Rider attached hereto and made a part thereof

01233727

PARKWAY BANK AND TRUST COMPANY AS Trustee as aforesaid and not personally,

Attest [Signature] VICE-PRESIDENT-TRUST OFFICER  
[Signature] ASSISTANT VICE-PRESIDENT

STATE OF ILLINOIS  
COUNTY OF COOK

ss. I, the undersigned  
a 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. JOAnn Kubinski, Asst. Trust Officer  
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 acknowledg-  
ed 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  
GLOVA WELECS  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. AUG 25, 1991

GIVEN under my hand and Notarial Seal this 2nd  
day of April A.D. 1991  
Gloria Wilcox  
Notary Public

IMPORTANT  
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  
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. 3924  
Annellee A. Letzig Trustee







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## HAZARDOUS WASTE RIDER

Borrowers will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises or transport to or from the premises any hazardous substance (as defined herein) or allow other person or entity to do so.

- (2) Keep and maintain the premises in compliance with, and shall not cause or permit the premises to be in violation of any Environmental law (as defined herein) or allow any other person or entity to do so.
- (3) Give prompt written notice to Mortgagee of:
- (I) any proceeding or inquiry by a governmental authority whether Federal, State, or Local, with respect to the presence of any hazardous substance on the Premises or the migration thereof from or to other property;
  - (II) all claims made or threatened by any third party against Mortgagor or any entity affiliated with it or the Premises relating to any loss or injury resulting from any hazardous substance; and
  - (III) the discovery by Mortgagor or any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy transferability or use of the Premises under any Environmental law.
- (4) Recognize Mortgagee's right to join and participate in as a party if it so elects, any legal proceedings or actions initiated in connection with the Environmental law and Mortgagor hereby agrees to pay any attorney's fees thereby incurred by the Mortgagee in connection therewith.
- (5) Indemnify, defend, and hold harmless Mortgagee, its directors, officers, employees, agents, contractors, attorneys, other representatives, successors, and assigns from and against any and all loss, damage, cost, expense or liability, including by way of illustration and not limitation, reasonable attorney's fees and court costs, directly or indirectly or arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge disposal, or presence of hazardous substance on, under or about the premises, including without limitation: (a) all foreseeable consequential damages, and (b) the costs of any required or necessary repair, cleanup or detoxification of the premises, and the preparation and implication of any closure, remedial or other required plans. This indemnity and covenant shall survive the reconveyance of the lien of this Mortgage, or the extinguishment of such lien by foreclosure or action in lieu thereof.
- (6) In the event of any investigation, site, monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature whatsoever (the "Remedial Work") is reasonably necessary or desirable under any applicable Local, State or Federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of or in connection with the current or future presence, suspected presence, release or suspected release of a hazardous substance in or into the air, soil, ground water, surface water or soil vapor at, on, about, under or within the Premises, or any portion thereof, Mortgagor shall, within thirty (30) days after written demand for performance thereof by Mortgagee or other party or governmental entity or agency (or such shorter period of time as may be required under any applicable law, regulation, order or agreement) commence to perform, or cause to be commenced, and thereafter diligently prosecuted to completion, all such Remedial Work. All Remedial Work shall be performed by one or more contractors, approved in advance in writing by Mortgagee, and under the supervision of a consulting engineer approved in advance in writing by Mortgagee. All costs and expenses of such Remedial Work shall be paid by the Mortgagor, including, without limitation, the charges of such contractor and the consulting engineer, and Mortgagee's reasonable attorney's fees and costs incurred in connection with the monitoring or review of such Remedial Work. In the event that Mortgagor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion such Remedial Work, Mortgagee may, but shall not be required to cause such Remedial Work to be performed and all cost and expenses thereof incurred in connection therewith shall become part of the indebtedness secured thereby.

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(7) Without Mortgagee's prior written consent, which shall not be unreasonably withheld, Mortgagor shall not take any remedial action in response to the presence of any hazardous substance on, under, or about the Premises, nor enter into any settlement, agreement, consent, decree, or other compromise in respect to any hazardous substance claims. Said consent may be withheld, without limitation, if Mortgagor in its reasonable judgement, determines that said remedial action, settlement consent, or compromise might impair the value of Mortgagee's security hereunder and the Loan Documents, specified in the agreement; provided, however that Mortgagee's prior consent shall not be necessary in the event that the presence of hazardous substances in, on, under or about the Premises, either poses an immediate threat to the health, safety, or welfare of any individual or is of such a nature that an immediate remedial response is necessary, and it is not possible to obtain Mortgagee's consent before taking such action, provided that in such event Mortgagor shall notify Mortgagee as soon as practicable of any action so taken. Mortgagee agrees not to withhold its consent, when such consent is required hereunder, if either (a) a particular remedial action is ordered by a court of competent jurisdiction; or (b) Mortgagor establishes to the reasonable satisfaction of the Mortgagee that there is no reasonable alternative to such remedial action that would result in materially less impairment of Mortgagee's security under this Mortgage, the Agreement and the Loan documents specified therein.

For the purpose of this Paragraph, the following terms shall have the meaning as set forth below:

- (a) "Environmental laws" shall mean any Federal, State, or Local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the premises, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq. and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA") 42, U.S.C. Section 6901 et seq.
- (b) The term "Hazardous Substance" shall include without limitation:
  - (i) Those substances included within the definitions of any one or more of the terms "hazardous substances", "hazardous materials", "toxic substances" and "solid waste" in CERCLA RCRA, and the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et seq and in the regulations promulgated pursuant to said laws or under applicable state law;
  - (ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.010 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR, Part 302 and amendments thereof);
  - (iii) Such other substances, material and wastes which are or become regulated under applicable Local, State, or Federal laws, or which are classified as hazardous or toxic under Federal, State or Local laws or regulations; and
  - (iv) Any material, waste, or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls (D) designated as a "Hazardous substance" pursuant to Section 504 of the Clean Water Act, 33 U.S.C. Section 1325k et seq (33 U.S.C. Section 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317) (E) flammable explosives; or (F) radioactive materials.

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Provide Mortgagee, within fourteen (14) days after Mortgagee's written request therefore with (i) a written history of the use of the Premises, including in particular, but not in limitation any past military, industrial, or landfill use of the Premises, and specifically indicating in such response the presence, if any of underground storage tanks (ii) if such underground storage tanks do exist, evidence of maintenance and repair thereof, copies of any and all clean-up or removal orders issued by any Federal, State, or Local governmental agency, and, if needed in Mortgagee's judgment, evidence of removal of such underground storage tanks and (iii) written indications from the regional office of the Federal Environmental Protection Agency, and any State Environmental Protection Agency whether the Premises have been used for the purpose of oil, hazardous waste, any toxic substance, or any Hazardous substance.

.....  
The Trustee in executing the document specifically EXCLUDES HAZARDOUS WASTE RIDER, PAGES 1 & 2, in its entirety, of this document as though it did not exist thereon relative to the Trustee's execution hereof and SPECIFICALLY EXCLUDES all references to any environmental condition of the premises under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The beneficiary of this Trust, as management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for on behalf of the Trustee.