

WLS 5379A

**UNOFFICIAL COPY**

92403403

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 2, 1992 between PARKWAY BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement No. 8870, dated June 10, 1988 a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or 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 (\$224,000.00)----- Two Hundred Twenty-Four Thousand and 00/100----- Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of per cent per annum in Instalments (including principal and interest) as follows: In accordance with the rates of interest and other terms and conditions as set forth in the Note secured hereby. Dollars or more on the day of ----- and

Dollars or more on the day of each ----- 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 1st day of July, 2012. 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 NOTE per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 The South Shore Bank of Chicago in said City.

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOTS 91 AND 92 IN PRAIRIE AVENUE ADDITION TO AUSTIN, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH SIDE OF PRESHOWING, HARLEM \$27.50 AND BATAVIA RAILWAY COMPANY'S RIGHT OF WAY, IN COOK COUNTY, ILLINOIS. \$5405 \$ B \* - 92 - 433403  
COMMONLY KNOWN AS: 60 N. MASON, CHICAGO, IL 60614 COOK COUNTY RECORDER

P.I.N. #16-08-418-005 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 Mortgagor 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 the mortgagor 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.

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 Mortgagor, its successors and assigns. In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the of said corporation. Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

CORPORATE SEAL BY Assistant Vice President ATTEST Assistant Secretary

STATE OF ILLINOIS, } SS. I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Assistant Vice President of the and Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of , 19 NOTARY PUBLIC

Notarial Seal



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

*[Signature]*  
ASST. VICE-PRESIDENT-TRUST OFFICER

*[Signature]*  
ASST. VICE-PRESIDENT-TRUST OFFICER

STATE OF ILLINOIS

COUNTY OF COOK

7770366

THE UNDERSIGNED

a Notary Public in and for said County, in the State aforesaid, Do Herely Certify, that

RUSANNE DUPASS

ASST.

Vice-President-Trust Officer

of Parkway Bank And Trust Company,

JO ANN KUBINSKI, ASST. TRUST OFFICER

Consistent 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

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

GLORIA WIELGOS

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 08/25/99

GIVEN under my hand and Notarial Seal this 2nd

June

AD 19 92

*[Signature]*

UNOFFICIAL COPY

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

FOURTH with all improvements, fixtures, contents, fixtures, and appurtenances thereto belonging, and all rents, issue, 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, radiator 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 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. Lend 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 lien 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 his 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

NAME

STREET

CITY



