

WARRANTY DEED
IN TRUST

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95872371

95 DEC 11 PM 12: 01
RECORDING 31.00
MAIL 0.50
PENALTY 28.00
95872371

COOK COUNTY
RECORDER
JESSE WHITE

The above space for recorder's use only

ROLLING MEADOWS

THIS INDENTURE WITNESSETH, That the Grantor, Joseph A. Petrusha and Lynda L. Petrusha, his wife

of the County of Cook and State of Illinois, for and in consideration of the sum of ten (\$10.00) Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto State Bank of Countryside, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 21st day of November, 19 95, and known as Trust Number 95-1634, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

PIN: 18-19-403-001

CKA: 6950 S. Wolf, Indian Head Park, IL 60525

952151PT 102

SUBJECT TO 1995 Taxes; Covenants, conditions, restrictions and encumbrances of record

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to

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This space for affixing Riders and Revenue Stamps

31.50
28.00
RE

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12-11-95
98

IBT #

1174-8184

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE



125.00

980306

12-11-95
98

Cook County
REAL ESTATE TRANSACTION TAX



06250

REVENUE STAMP

980221

95872371

4-10-1915-101115

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lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of filing the amount of present or future profits, a partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times thereafter.

In no case shall any party dealing with the Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate, or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereof, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors, in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither State Bank of Countryside, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said State Bank of Countryside the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, The Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor _____ hereby expressly waive _____ and release _____ any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

Document Number

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In Witness Whereof, the grantor _____ aforesaid ha _____ hereunto set
hand and seal _____ this _____ 29th day of
November _____ 19 95 _____

X Joseph A. Petruska (Seal)
JOSEPH A. PETRUSHA
.....
..... (Seal)

Lynda L. Petruska (Seal)
LYNDA L. PETRUSHA
.....
..... (Seal)

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 Joseph A. Petruska and Lynda L.
Petruska, his wife
.....
.....
.....



personally known to me to be the same person ^H
whose name ^H is also 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, including the
release and waiver of the right of homestead.

Given under my hand and notarial seal this _____ 29th
day of November 19 95 _____
Thomas J. Anselmo
Notary Public

Mail to:

~~STATE BANK OF COUNTRYSIDE~~
~~6704 Joliet Road - Countryside, IL 60525~~
~~(708) 405-3100~~

Bruno J. Tassone
Amaria L. Locallo
218 W. Jefferson St
#300
Chicago, IL 60601

THIS INSTRUMENT WAS PREPARED BY:
THOMAS J. ANSELMO
1807 W. Diehl Road, #200
Naperville, IL 60563



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That part of the Southeast 1/4 of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian described as follows: Commencing at the intersection of the East line of the Southeast 1/4 and center line of Joliet Road; thence South on the Section line 517.09 feet for a point of beginning; thence West 217.8 feet on a line at right angles with Section line; thence South parallel with Section line 100 feet; thence East 217.8 feet to a point in Section line which is 100 feet South of a point of beginning; thence North 100 feet to the point of beginning in Cook County, Illinois except that part of the Southeast 1/4 of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian bounded and described as follows: Commencing at the intersection of the East line of said Southeast 1/4 with the center line of Joliet Road; thence Southerly along said Section line 517.09 feet for a point of beginning; thence Westerly on a line which is perpendicular to said Section line for a distance of 50 feet to a point; thence Southerly along a straight line which is 50 feet Westerly of and parallel with said Section line for a distance of 100 feet to a point; thence Easterly along a straight line which is perpendicular to the previously described course for a distance of 50 feet to a point lying in said Section line, said point being at 100 feet Southerly of the point of beginning; thence Northerly along said Section line for a distance of 100 feet to a point of beginning all in Cook County, Illinois.

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MAP SYSTEM

43388

CHANGE OF INFORMATION FORM

SCANABLE DOCUMENT - READ THE FOLLOWING RULES

- 1. Changes must be kept in the space limitations shown
- 2. DO NOT use punctuation
- 3. Print in CAPITAL LETTERS with BLACK PEN ONLY
- 4. Allow only one space between names, numbers and addresses

SPECIAL NOTE:

If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number

If you do not have enough room for your full name, just your last name will be adequate

Property index numbers (PIN #) MUST BE INCLUDED ON EVERY FORM

PIN:

18 - 19 - 03 - 001 - [] [] [] []

NAME

CHRIS GABRIELIDES [] [] [] [] [] [] [] [] [] []

MAILING ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

6950 WOLF ROAD [] [] [] [] [] [] [] [] [] []

CITY

INDIAN HD PK [] [] [] [] [] [] [] [] [] []

STATE:

IL [] [] [] [] [] [] [] [] [] []

ZIP:

60525 - [] [] [] [] [] [] [] [] [] []

FILED DEC 06 1995

INITIALS

COOK COUNTY TREASURER

PROPERTY ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

6950 WOLF ROAD [] [] [] [] [] [] [] [] [] []

CITY

INDIAN HD PK [] [] [] [] [] [] [] [] [] []

STATE:

IL [] [] [] [] [] [] [] [] [] []

ZIP:

60525 - [] [] [] [] [] [] [] [] [] []

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Property of Cook County Clerk's Office

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IL-70-021095-2.88-1 (c) 1984 Bankers Systems St. Cloud MN

95872372

This document was prepared by: *Return To:*
STATE BANK OF COUNTRYSIDE
6734 Joliet Road
Countryside, Illinois 60625

95 DEC 11 PM 12: 02

RECORDING 33.00
MAIL 0.50
PENALTY 30.00
95872372



COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

(Space above this line for recording purposes)

REAL ESTATE MORTGAGE To Secure a Loan From STATE BANK OF COUNTRYSIDE

1. DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is November 27, 1995, and the parties and their mailing addresses are the following:

MORTGAGOR:

STATE BANK OF COUNTRYSIDE T/U/T/A DTED 11/21/95 A/K/A TRUST NO. 95-1834 AND NOT PERSONALLY.
a trust

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
6734 Joliet Road
Countryside, Illinois 60625
Tax I.D. # 36-2814450
(as Mortgagee)

952151 PT 20/2

2. MAXIMUM OBLIGATION LIMIT. The total principal amount of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's interest therein, nor interest, attorneys' fees, paralegal fees, costs and other legal expenses, shall not exceed the sum of \$115,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amount.

3. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. A promissory note, No. _____ (Note) dated November 27, 1995, with a maturity date of November 30, 2000, and executed by STATE BANK OF COUNTRYSIDE T/U/T/A DTED 11/21/95 A/K/A TRUST NO. 95-1834 AND NOT PERSONALLY, and CHRIS GABRIELIDES (Borrower) payable in monthly payments to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$115,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.
- B. All future advances by Bank to Borrower, to Mortgagor, to any one of them or to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
- C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
- E. Borrower's performance of the terms in the Note or Loan, Mortgagor's performance of any terms in this Mortgage, and Borrower's and Mortgagor's performance of any terms in any deed of trust, any trust deed, any trust indenture, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

However, this Mortgage will not secure another debt:

- A. If this Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or
- B. If Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

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Mortgage
GABRIELIDES, CHRIS

11/27/95

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

Initials *CC*
PAGE 1

33.50
30.00
3.50

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4. **CONVEYANCE.** In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagor hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

such property not constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment; all landscaping; all exterior and interior improvements; all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. The term "Property" further includes, but is not limited to, any and all wells, water, water rights, ditches, laterals, reservoirs, reservoir sites and dams, used, appurtenant, connected with, or attached to the Property, whether or not evidenced by stock or shares in a corporation, association or other entity howsoever evidenced. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagor does hereby warrant and defend the Property unto Bank forever, against any claim or claims of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

5. **LIENS AND ENCUMBRANCES.** Mortgagor warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever. Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagor may in good faith contest any such lien, claim or encumbrance by posting a bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.
6. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor hereby absolutely assigns as additional security all present and future leases and rents, issues and profits effective immediately upon the execution of this Mortgage. Mortgagor also covenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property. In case Mortgagor shall neglect or refuse to do so, then Bank may, at Bank's option, perform and comply with, or require performance and compliance by the tenants, with any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expenses, attorneys' fees and paralegal fees) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mortgagor to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

In addition to the covenants and terms herein contained and not in limitation thereof, Mortgagor covenants that Mortgagor will not in any case cancel, abridge or otherwise modify tenancies, subtenancies, leases or subleases of the Property or accept prepayments of installments of rent to become due thereunder. The Obligations shall become due at the option of Bank if Mortgagor fails or refuses to comply with the provisions of this paragraph. Each lease of the Property shall provide that, in the event of enforcement by Bank of the remedies provided for by law or by this Mortgage, any person succeeding to the interest of Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance. All leases made with tenants of the Property shall provide that their lease securities shall be treated as trust funds not to be commingled with any other funds of Mortgagor and Mortgagor shall on demand furnish to Bank satisfactory evidence of compliance with this provision together with a verified statement of all lease securities deposited by the tenants and copies of all leases.

7. **EVENTS OF DEFAULT.** Mortgagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):
- A. Failure by any party obligated on the Obligations to make payment when due; or
 - B. A default or breach by Borrower, Mortgagor or any co-signer, endorser, surety, or guarantor under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations; or
 - C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Mortgagor, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - D. Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is customary and proper for the Property (as herein defined); or
 - E. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Property (as herein defined) is impaired; or
 - G. Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium, escrow or escrow deficiency on or before its due date; or
 - H. A material adverse change in Mortgagor's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Property or repayment of the Obligations; or
 - I. A transfer of a substantial part of Mortgagor's money or property; or
 - J. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".

8. **REMEDIES ON DEFAULT.** At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In

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