

# UNOFFICIAL COPY 0 5 1 7 9 7 6 7

## R I D E R

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The principal sum of **FOURTY FIVE THOUSAND (\$45,000.00) AND 00/100 DOLLARS** with interest on the unpaid principal balance from the date of this Note until paid, at the rate per annum equal to Two (2%) percent above the Bank's prime rate, and, after payment is due, then, at the rate per annum equal to Three (3%) percent above the Bank's prime rate, provided that in no event (before or after payment is due) shall the interest be less than Eleven and One Half (11.50%) percent per annum. The interest rate shall change when the Bank changes the prime rate, and shall be computed on a 360-day year basis for the actual number of days elapsed. The term "prime rate" means the rate of interest publicly announced by the Bank from time to time as its prime rate, which prime rate is not necessarily the lowest rate charged by the Bank to any of its customers. The Bank is not obligated to give notice of fluctuations in the prime rate, except as herein provided.

Principal and interest shall be payable at 168 North Michigan Avenue, Chicago, Illinois, or such other place as the Note holder may designate in consecutive monthly installments of **ONE THOUSAND (\$1,000.00) AND 00/100 DOLLARS** on the 26th day of each month beginning DECEMBER 26, 1985. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on NOVEMBER 26, 1987.

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Cook County Clerk's Office

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Property of Cook County Clerk's Office

01/18/2011



TRUST DEED  
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THE ABOVE SPACE FOR RECORDER'S USE ONLY

L.P.

THIS INDENTURE, made November 26th 1985, between NICHOLAS PANOS AND LULA PANOS HIS WIFE

herein referred to as "Mortgagors," and CHICAGO TITLE 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 FORTY FIVE THOUSAND

(\$45,000.00) AND -----00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~NATIONAL~~ NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from See Rider Attached on the balance of principal remaining from time to time unpaid at the rate of See Rider Attached per cent per annum in instalments (including principal and interest) as follows:

of See Rider Attached Dollars or more on the ----- day of ----- 19----- and ----- 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 ----- day of ----- 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 ----- per annum, ----- 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 National Bank of Greece, S.A., in said City, at 168 N. Michigan Avenue, Chicago, Illinois 60601

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, situate, lying and being in the VILLAGE OF LINCOLNWOOD COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 30, Lot 31, Lot 32, in Goodson and Wilson's 5th Devon-Cicero Avenue Addition, being a Subdivision of part of the South 35 acres of the West Half of the Southwest Quarter of Section 34, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Tax I.D.#10-34-314-026-027 and 028 Common Address: 6540 N. Keating Lincolnwood, Illinois

NOTE IDENTIFIED

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This Document prepared by : National Bank of Greece, S.A., Chicago Branch 168 N. Michigan Avenue, Chicago, Illinois 60601

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 Mortgagors 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, inator 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 \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagors the day and year first above written.

\_\_\_\_\_| SEAL | x Nicholas Panos | SEAL |  
\_\_\_\_\_| SEAL | x Lula Panos | SEAL |

STATE OF ILLINOIS,

I, PAULA J. TOSCAS

County of Cook

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT NICHOLAS PANOS AND LULA PANOS, HIS WIFE

who are personally known to me to be the same person s whose names are 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.

Given under my hand and Notarial Seal this 26TH day of NOVEMBER 19 85.

x Paula J. Toscas Notary Public  
Paula J. Toscas

Notarial Seal

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Ms 111111

MAIL TO: 168 Michigan Avenue, Chicago, Illinois 60611  
NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH  
FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS ABOVE  
DESCRIBED PROPERTY HERE  
6540N Keating  
Chicago, Illinois

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED IN THE PUBLIC RECORDS AND TRUST COMPANY, TRUSTEE HEREON THE TRUST DEED IS FILED FOR RECORD.  
CHICAGO TITLE AND TRUST COMPANY, Trustee  
Assistant Secretary, Assistant Vice President  
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1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair without waste, and free from mechanics' or other liens or claims for lien or charge on the premises superior to the lien hereof; and upon request, furnish to the lender a statement of the amount of any tax or charges for the premises which are required to be paid by law or municipal ordinance.  
2. Mortgages shall pay before any general taxes, and shall pay any special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to the lender of the note a duplicate receipt therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessments which Mortgages may be liable for by law or municipal ordinance.  
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 and flood damage, where the lender is required by law to have taken so insured) under policies providing for payment by the insurer companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance mortgage payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver renewal policies not less than ten days prior to the respective dates of expiration.  
4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgages in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim hereof, or redemption from any tax sale or foreclosure affecting said premises or contents any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be taken, and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre maturity rate set forth in the note, fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.  
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, statement or estimate.  
6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary, become due and payable (a) immediately in the case of default in the performance of any of the covenants hereof, or (b) when default shall occur and continue for three days in the making payment of a principal or interest on the note, or (c) when default shall occur and continue for three days in the performance of any of the covenants hereof.  
7. When the indebtedness has been secured by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, auditors' fees, publication costs and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary, such will or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become a part of the note and shall be payable by Mortgages, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, and any other charges or expenses incurred by Trustee or holders of the note in connection with this trust deed, including preparation and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure of the note or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become available to the party interposing same in an action at law upon the note hereby secured.  
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 interposing 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 or the identity, capacity, or authority, of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.  
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; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee a release, in all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee, a note which may be placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.  
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.  
15. 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 the note when used in this instrument that be construed to mean note, when more than one note is secured by this trust deed, or successor trustee or assignee of the Trust Deed, for any act or service performed under any provisions of this trust deed. The provisions of the Trust Deed shall be applicable to this trust deed.

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