

UNOFFICIAL COPY

The undersigned mortgagor covenants and agrees to pay to the mortgagee or bearer hereof, on each principal and interest installment payment date, until the indebtedness secured by the mortgage is fully paid, an additional sum equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises and one-twelfth (1/12th) of the annual premium for insurance carried in connection with same premises; all as estimated by the mortgagee or bearer, the mortgagor, concurrently with the disbursement of the loan, will also deposit with mortgagee or bearer an amount based upon the taxes and assessments an ascertainable or so estimated by the mortgagee, for taxes and assessments on said premises, on an accrued basis, for the period from January 1, succeeding the year for which all taxes and assessments have been paid to and including the date of the first deposit in this paragraph hereinabove mentioned. Such tax and insurance deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments and renewal of such insurance policies, on said premises next due and payable when they become due. If the funds so paid and deposited are insufficient to pay for such purposes, the mortgagor shall within ten (10) days after receipt of demand therefore pay and deposit such additional funds as may be necessary to pay such taxes, assessments and insurance premiums in full. It shall not be obligatory upon the mortgagee or bearer to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the mortgagee or bearer to advance other moneys for said purposes, nor shall the bearer incur any personal liability for anything it may do or omit to do hereunder.

The undersigned reserves the right to prepay this note in whole or part at any time without penalty.

It is expressly agreed and understood by and between the parties hereto that in the event of the sale of the property, execution of Articles of Agreement, transfer of title or change in the beneficial ownership to the aforementioned described real estate, without the prior written approval from the holder of the note secured by this instrument, then at the option of the holder of this note, the entire unpaid balance due on or under this instrument, together with accrued interest thereon, shall immediately become due and payable in full without notice to anyone.

AT MATURITY, YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THIS LOAN NATURES AND IS PAYABLE IN FULL AT THE END OF 3 years, UNLESS EXTENDED FOR TWO ADDITIONAL TERMS OF 3 YEARS WITH PAYMENTS BASED ON THE ORIGINAL AMORTIZATION PERIOD. PROVIDED HOWEVER THE BANK MAY ELECT TO LOWER OR INCREASE THE INTEREST OR OFFER THE SAME RATE. IF THE RATE IS TO BE INCREASED, IT MAY BE ADJUSTED ONLY TO A LEVEL THAT IS 3 % HIGHER THAN THE EFFECTIVE OR YIELD RATE THEN APPLICABLE TO U. S. GOVERNMENT BONDS MATURING IN APPROXIMATELY 3 YEARS, FROM SUCH EXTENSION DATE. PROVIDED HOWEVER, IN NO EVENT SHALL THE INTEREST RATE BE INCREASED BY MORE THAN 3 AT EACH MATURITY. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT ULTIMATE MATURITY. A RENEWAL FEE OF 1/2 of 1% OF THE CURRENT LOAN BALANCE WILL BE DUE AND PAYABLE TO THE BANK IN THE EVENT THE MORTGAGORS ELECT TO EXTNND THE LOAN BEYOND ITS ORIGINAL MATURITY.

In the event the mortgagor fails to make a payment of any installment of principal and interest as agreed, and such default continues for 16 days, the holder reserves the right in such event to assess a charge of 5% of the principal and interest amount of such delinquency payment as a "LATE CHARGE" the foregoing right being in addition to all other rights and remedies granted to the holder hereof.

In the event of the commencement of Judicial proceedings to foreclose this mortgage, Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on behalf of Mortgagor and each and every person it may legally bind acquiring any interest in or title to the premises after the date of the execution of this mortgage; the Mortgagor, for itself its successors and assigns and for all it may legally bind, agrees that when sale is had under any decree of foreclosure of this mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed conveying the premises, showing the amount paid therefor, and if purchased by a person in whose favor the order or decree is entered, the amount of his bid therefor.

This rider attached to Trust Deed dated 6/27/87 between Parkway Bank & Trust Co. as Trustee under Trust No. 8080 dated 2/21/86 and Parkway Bank and Trust Company expressly is made a part hereof.

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TRUST DEED

3636017

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 27, 1987 , 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 December 21, 1986 and known as trust number 8080 , 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 here-with in the Principal Sum of Fifty Five Thousand and No/100ths - - - - (\$55,000.00)

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 9.75 per cent per annum in instalments as follows: Four Hundred Ninety & 12/100ths - -

Dollars on the 10th day of August 1987 and Four Hundred Ninety & 12/100ths - -

Dollars on the 10th 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 10th day of July, 1990. 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 12.75 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 First State Bank of Chicago

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, doth by these presents grant, demise, 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

The North 217.8 feet of the East 200 feet of the West Two-Thirds (2/3rds) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 9, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

1073 W. Elm St., Palatine, IL
Permanent Index No. 02-09-402-021-0000.

THIS INSTRUMENT PREPARED BY
B. H. SCHREIBER
4800 NORTH HARLEM AVENUE
HARWOOD HEIGHTS, IL 60656

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 parity with said real estate and not secondarily), and all apparatus, equipment, or articles now or hereafter 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, 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 hire 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

D NAME Parkway Bank and Trust Co.
E 4800 N. Harlem Ave.
L STREET Harwood Hts, IL 60656
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1073 W. Elm St.
Palatine, IL

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or hereafter situated on said premises, insured for one year from date of issue, against fire, lightning or windstorm damage, subject to payment by the insurance companies of money's sufficient value to pay the cost of repair or replacement by same, for any part of the indebtedness, secured hereby, in amounts and in forms satisfactory to the holders of the note, or to the insurance company paying the same, to be paid 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 to deliver all policies, including additional insurance, new policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration, then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth or 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 prior lien or title or claim thereto, or redeem from any tax sale of taxable acreage and premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other attorney advanced by Trustee or the holders of the note to protect the mortgagor and/or lessee and the lessee, shall be reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be reasonable compensation to the lessor, including attorney fees, and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. The lessor, including attorney fees, and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum.

2. The Trustee or the holders of the note hereby severally 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, or into the validity of any tax, assessment, fee, forfeiture, tax, lien or title or claim thereto.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, and option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether 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 expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, trustee's fees, appraisal fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as amounts to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, insurance policies, title certificates and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonable or necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenses and taxes and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, including probate 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 the preparations for the commencement of any suit for the foreclosure hereunder; (b) acceleration of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit of probate, bankruptcy or otherwise which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: (a) first, for account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; (b) second, to satisfy all expenses which under the terms hereof shall constitute secured indebtedness additional to that evidenced by the note, with interest thereon at the rate provided, third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representative or assigns, as the rights may appear.

6. Within one month after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver or receivers. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of the time of application for such receiver, or the date set regard to the trial of the parties or whether the same shall be then occupied as a tenancy in common or as a joint tenancy, or as a tenancy in entirety, or as a tenancy in common or as a joint tenancy, during the full statutory period of redemption, whether they be redeemable or not, as well as during any further period when First Party or its successors or assigns, except for the intercession of such receiver, will be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases; (d) the receiver may control, manage and operate the premises during the whole of said period. The court may now or at any time thereafter rescind this trust deed or any tax, special assessment or other lien which may be lawfully sustained hereunder; (e) provided such application is made prior to foreclosure sale; (f) the attorney's fee of sale and legal expenses.

7. Trustee or the holders of the note shall have the right to repossess the premises, if all reasonably times and causes thereof shall be permitted by law for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to second the trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor shall Trustee be liable to any omission hereinunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may in full indemnify Trustee against all liability for exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of a satisfaction affidavit that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof and at the request of any person who shall file before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, and which representation Trustee may accept as true without inquiry. After a demand is requested of the lessor, Trustee, such successor, holder may accept as the genuine note herein described any note which bears a certificate indicating that it is a copy of a prior note held by the lessor, or which contains in substance the description herein contained of the note and which purports to be executed by the lessor, or by the lessor and First Party, and where the relevant is requested of the original trustee and it has never executed a certificate, or any instrument constituting such as the note described herein, or may accept as the genuine note herein described any note which may be presented and which contains in substance the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may execute instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded, to the effect, in case of the resignation, inability or refusal of Trustee, the then Recorder or Register of Deeds of 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

Rider attached hereto and
made a part thereof.

THIS TRUST DEED is executed by PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid and by 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 understands and agrees that nothing herein 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, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note are the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the action by reason of the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, 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,

B. H. Schreiber VICE-PRESIDENT-TRUST OFFICER

Ass't Vice Pres. M. Du Pass ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS

COUNTY OF *Kane*

ss.

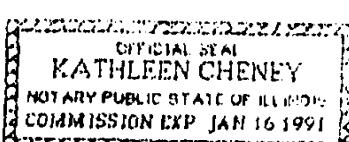
B. H. Schreiber

the undersigned

Vice-President-Trust Officer

a Notary Public in and for said County, in the State aforesaid, Do hereby certify, that

B. H. Schreiber



of Parkway Bank And Trust Company, 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 27th day of June A.D. 1987

Kathleen Cheney 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 Installment Note mentioned in the within Trust Deed has been identified

herewith under Identification No. 2711
PARKWAY BANK AND TRUST COMPANY

B. H. Schreiber

Trustee