

UNOFFICIAL COPY

TRUSTEE'S DEED

0 5 8 7 / 3877001

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Form T-14

The above space for recorder's use only

THIS INDENTURE, made this ~~XXXX~~ 9th day of ~~XXXX~~ March, 1990, between PARKWAY BANK AND TRUST COMPANY, an Illinois banking corporation, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said corporation in pursuance of a trust agreement dated the 25th day of January, 1980, and known as Trust Number 5252, party of the first part, and EDWARD N. BURKE and

GERARD MEEHAN, in equal shares (both grantees are bachelors)

parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN & 00/100 (\$10.00) dollars, and other good and

valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Lot Twenty-Nine (29) and Lot Thirty (30) in Block Two (2) in Cumberland and Lawrence, being George Gauntlett's Subdivision of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian.

Commonly Known as 4919 N. Chester, Norridge, Illinois

Permanent Tax Number: 12-1-304-011 VOL. 064

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together with the tenements and appurtenances thereunto belonging.

To Have and to Hold the same unto said parties of the second part

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Senior Vice-President-Trust Officer and attested by its Assistant Vice-President-Asst. Trust Officer, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY

as Trustee as aforesaid

Signature of Rosanne DuPass, Assistant Vice-President - Trust Officer
Signature of Lynn Kobeck, Operations Officer

This instrument prepared by: ROSANNE DU PASS PARKWAY BANK & TRUST COMPANY 4800 N. Harlem Avenue, Hillwood Heights, IL 60556

STATE OF ILLINOIS }
COUNTY OF COOK }

Assistant the undersigned Rosanne DuPass

Assistant Vice-President - Trust Officer of PARKWAY BANK AND TRUST COMPANY, and Lynn Kobeck, Operations Officer

Assistant Vice-President and Asst. Trust Officer of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice-President - Trust Officer and Assistant Vice-President and Asst. Trust Officer 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 Corporation, for the uses and purposes therein set forth; and the said Assistant Vice-President and Asst. Trust Officer, did also then and there acknowledge that he, as a member of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

OFFICIAL SEAL
GLORIA WIELGOS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG 25, 1991

Given under my hand and Notarial Seal this 27th day of April, 1990

Signature of Notary Public Gloria Wielgos

DELIVERY INSTRUCTIONS

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

4919 N. Chester
Norridge, IL

Box 430

UNOFFICIAL COPY

1338164

NO DUPLICATE

3877001

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APR 30 PM '66
CAROL MOSELEY
REGISTRAR OF TITLES

Age of C...
Add: 3877001
Legal

HUSBAND *1st Buckelew*

Wife *2nd Buckelew*

Address

Deliver to
3877001

Reg. Code
PC

TITLE SERVICES

P.O. BOX 130

610 E. Roosevelt

Wheaton IL 60189

Property of County Clerk's Office

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by Assignor under the said Note or under the Mortgage above described, whether before or after the Note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to the Assignee and Assignee shall be entitled to take actual possession of the said property or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said property and conduct the business thereof, either personally or by Assignee's agents and may at the expense of said property from time to time either by purchase, repair, or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said property and carry on the business thereof as Assignee shall deem best and do everything in or about the said property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said property or any part thereof, including the just and reasonable compensation for the services of Assignee for services rendered in connection with the operation, management and control of the said property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter, or thing

the Assignee under the powers herein granted, and of all the avails thereof.

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(2) Reduce the rent provided for in any lease; or modify any lease in any way, either orally or in writing; or grant any concession in connection with any lease, either orally or in writing;

(1) Cancel or terminate any lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit a surrender of any lease;

concerning said leases, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:

Without limiting the generality of the foregoing, this Assignment covers all of the leases now or hereafter demising all or portions of the said Property.

Notwithstanding any other provisions hereof, so long as there shall exist no default in the payment of the indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before due, all rents, issues and profits from said Property and to retain, use and enjoy the same.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

(5) If the payment of the balance, if any, after the payment in full of the terms hereinbefore referred to in 1, 2, 3, and 4) to Assignor.

(4) To the payment of any other indebtedness of Assignor to Assignee; and

(3) To the payment of the principal of the said Note or any extensions, renewals or substitutions thereof, from time to time remaining outstanding and unpaid;

(2) To the payment of any and all other charges secured by or created under the said Mortgage;

(1) To the payment of the interest from time to time accrued and unpaid on the said Note, or any renewals, extensions, or substitutions thereof;

done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all moneys arising as aforesaid:

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In accepting this Assignment the Assignee herein does not assume nor shall it be under any obligation whatever to perform any of the covenants, undertakings or promises on the

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this Assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

Any default on the part of Assignor hereunder which default shall continue for ten days after notice by Assignee to Assignor shall constitute a default of Assignor under the Mortgage. However, in the event the requirement to provide such a notice could materially and adversely affect the Bank's ability to collect the indebtedness, or such default is not curable within ten days, no such notice shall be required.

Concerning each such lease, Assignor further covenants, warrants and represents that: except as heretofore disclosed in writing to Assignee, there are no defaults now existing under any such leases nor is there any state of facts which with the giving of notice or lapse of time or both, would constitute a default under any such lease and further that Assignor shall promptly notify Assignee of any notice received by Assignor claiming that a default has occurred under any such lease on the part of Assignor.

(5) Permit any lease to come before the Mortgage and shall subordinate all such leases to the lien of the Mortgage.

(4) Accept any rent payable under any lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done without the written consent of the Assignee, shall be null and void.

(3) Consent to any assignment of the interest of the tenant in any lease, or to any sub-letting thereof;

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part of the Lessor to be performed under any lease which may be entered into concerning the said Property.

If the Indebtedness shall be paid in full when or before due and Assignor shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this assignment shall be null and void and Assignor will, promptly upon Assignor's demand therefor, release and discharge this Assignment.

Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Assignor at the address set forth below or to the Assignee at the Bank's main office set forth above or to such other address as either the Assignor or the Assignee notifies the other party in writing.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

Assignor hereby releases and waives all rights, if any, of Assignor under or by virtue of the Homestead Exemption Laws of the State of Illinois.

This Assignment shall be governed and controlled by the laws of the State of Illinois.

CAPITOL BANK AND TRUST, Trustee, executes this Assignment of Rents and Leases as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Assignee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Assignment of Rents and Leases shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this

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Property of Orange County Clerk's Office

Don R. Bickel Sec.

[Signature]

BY: Stephen D. Kerkok - Vice-President

BY: [Signature]

PARKWAY PLAZA ASSOCIATES, INC.

Sharon K. Crowley, Asst. Trust Officer

BY: Sharon K. Crowley

not personally but solely as trustee as aforesaid

BY: [Signature]

CAPITOL BANK AND TRUST

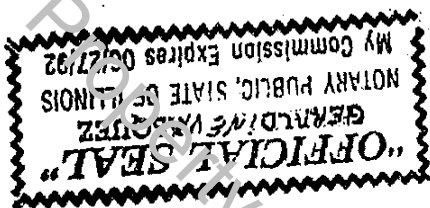
[Signature]
Paul R. Warner,
Asst. Trust Officer

ATTEST:

Assignment of Rents and Leases and the Note secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note. IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Rents and Leases.

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[Signature]
Notary Public

6/27/92

Commission expires:

of April, 1990, given under my hand and official seal, this 25th day

therein set forth.

act of said corporation, as trustee, for the uses and purposes as his own free and voluntary act, and as the free and voluntary affix the said corporate seal of said corporation to instrument he, as custodian of the corporate seal of said corporation, did did also then and there acknowledge that (Title) purposes therein set forth; and the said Asst. Trust Officer as their own free and voluntary acts, and as the free and acknowledged that they signed and delivered the said instrument respectively, appeared before me this day in person and (Title) (Title) and (Title) Asst. Trust Officer

of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Trust Officer and Asst. Trust Officer

Paul M. Warner
Asst. Trust Officer

of Capitol Bank and Trust, a corporation, and (Title)

Sharon K. Crowley
Asst. Trust Officer

I, the undersigned, a Notary Public, in and for the county and State aforesaid, DO HEREBY CERTIFY, that

COUNTY OF COOK

STATE OF ILLINOIS

SS.

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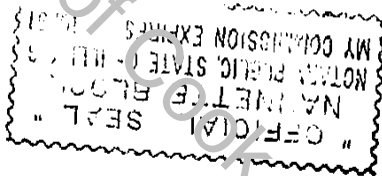
6555378C

Alvin J. Hellegot
 LASER, SCHOSTOK, KOJMAN & FRANK
 30 North Lasalle Street
 Suite 2500
 Chicago, Illinois 60602
 (312) 641-1300

Address of Property:
 Northwest corner of
 California and Irving
 Park, Chicago, Illinois

This Document Prepared by
and Record and Return to:

Commission expires: 3-16-91



Notary Public

Given under my hand and official seal, this 26th day of April, 1990.

respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President

of Parkway Plaza Associates, Inc., a corporation, and
 Stephen D. Kolschak
 Vice President
 (Title)

and
 Neil Kravitz
 Vice President
 (Title)
 I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that

STATE OF ILLINOIS
 COUNTY OF Cook

SS.

UNOFFICIAL COPY

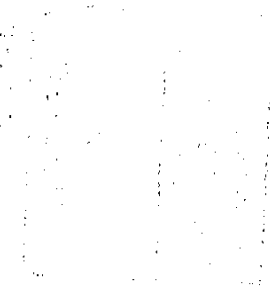
Property of Cook County Clerk's Office

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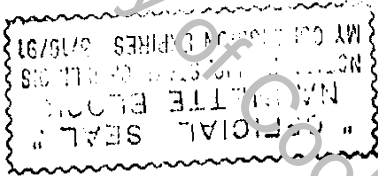
Alvin J. Helgot
LASER, SCHOSTOK, KOJMAN & FRANK
30 North Lasalle Street
Suite 2500
Chicago, Illinois 60602
(312) 641-1300

Address of Property:
Northwest Corner of
California and Irving
Park, Chicago, Illinois

This Document Prepared by
and Record and Return to:

Commission expires:

3-16-91



Notary Public

[Handwritten Signature]

Given under my hand and official seal, this 26th day of April, 1990.

of said corporation, personally known to me to be the same as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth. acknowledged that they signed and delivered the said instrument respectively, appeared before me this day in person and persons whose names are subscribed to the foregoing instrument as such Treasurer and Secretary

(Title) _____
of Parkway Plaza Associates, Inc., a corporation, and
(Title) _____
Secretary

(Title) _____
Arthur Hincalco
I, the undersigned, a Notary Public, in and for the
County and State aforesaid, DO HEREBY CERTIFY, that
Treasurer

STATE OF ILLINOIS
COUNTY OF Cook

SS.

)
)
)

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IN DUPLICATE

1990 APR 27 PM 1:43
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

3876559

| | |
|-------------------|--|
| IDENTIFIED No. | Registrar of Tortious Titles CAROL MOSELEY BRAUN Cicambone |
|-------------------|--|

1st time title
5819 Larmer
5819 Larmer

Property of Cook County Clerk's Office