

UNOFFICIAL COPY

0010234182

1017/0112 03 001 Page 1 of 5
2001-03-23 14:00:53
Cook County Recorder 29.50



0010234182

TRUST DEED

Individual Borrower
[] Recorders Box 333



[x], Mail To: The Chicago Trust Company
Note ID and Release
171 North Clark
Chicago, IL 60601

092-108-0008870

FILE# 70-01019785

823562

This Trust Deed consists of four pages (4 sheets 1 side). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the Borrowers, their heirs, successors and assigns.

THIS INDENTURE, made 03-20-2001, between

JERZY MALYSZ AND ZOFIA MALYSZ, HUSBAND AND WIFE
herein referred to as "Borrowers" and THE CHICAGO TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Borrowers are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as "Holders of the Notes", in the Total Principal Sum of \$271,076.01 TWO HUNDRED SEVENTY-ONE THOUSAND SEVENTY-SIX AND 01/100 DOLLARS, bearing even date herewith (the "Installment Note"), said Installment Note to be identified by the Chicago Trust Company with the same identification number provided by Chicago Trust Company for this Trust Deed, made payable to THE ORDER OF BEARER OR OTHER PARTY and delivered, in and by which said Installment Note the Borrowers promise to pay the said principal sum and interest from 03-26-2001 on the balance of principal remaining from time to time unpaid at the rate provided in the Installment Note in installments (including principal and interest) as provided in said Installment Note until said Installment 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 APRIL, 2016. All such payments on account of the indebtedness evidenced by said Installment Note to be first applied to late charges, then to returned payment charges and any other charges Borrower owes Holders of the Note, then to any interest due, then to the principal (including any points or other charges Borrower has financed). All payments shall be made payable at such banking house or trust company in Illinois, as Holders of the Notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the location designated by the Holders of the Notes.

NOW THEREFORE, the Borrowers 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 and promises of the Borrowers contained in the Installment Note and herein, by the Borrowers to be performed, and also in the 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE LEGAL ATTACHED

which has the address of
("Property Address");
207 S CLIFF STREET, WILLOW SPRINGS, IL 60480

PIN # 1833319079

PREPARED BY: C. MORGAN, P.O. BOX 6869, VILLA PARK, IL 60181
which with the property hereinafter described, is referred to herein as the "premises,"



UNOFFICIAL COPY

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 Borrowers may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily).

All of the foregoing are declared to be a part of said real estate, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Borrowers or their heirs, 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 Borrowers do hereby expressly release and waive.

This Trust Deed consists of four pages. The covenants, conditions and provisions appearing below and on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the Borrowers, their heirs, successors and assigns.

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Until the indebtedness aforesaid shall be fully paid, Borrower, and in the case of the failure of Borrower, its successors or assigns shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's lien or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinances; (g) 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 Notes duplicate receipts therefore; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which Borrower may desire to contest; (i) 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 its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Holders of the Notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Holders of the Notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to Holders of the Notes, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration.

NOTICE: Unless Borrower ("you") provide Holders of the Note and/or Trustee (collectively "us" or "we") with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own. If Trustee or any Holder of the Notes purchases insurance on said premises as authorized herein, it will have the right to select the agent. Trustee or the Holder of the Notes is not required to obtain the lowest cost insurance that might be available.

2. The Trustee or the Holders of the Notes 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 injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the Holders of the Notes 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 or into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof.

4. Borrower agrees not to sell or transfer any part of the premises, or any rights in the premises, including the sale or transfer of the beneficial ownership in the premises where Borrower is a Land Trust, without the written consent of the Holder of the Notes. This includes sale by contract for deed or installment sale. If all or any part of the premises or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Holder of the Note's prior written consent, Holder of the Note may, at its option, require immediate payment in full of all sums secured by this Trust Deed. However, this option shall not be exercised by Holder of the Note if exercise is prohibited by federal law as of the date of this Trust Deed.

5. Borrower agrees not to mortgage or encumber by deed of trust all or any part of the premises or allow anyone else to have a lien on the premises without the written consent of the Holders of the Notes.

8256a

UNOFFICIAL COPY

6. Borrower shall pay each item of indebtedness herein mentioned when due according to the terms hereof. At the option of the Holders of the Notes, or any of them, and without notice to Borrower, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Installment Notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement or promises of the Borrower herein contained. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Notes or Trustee, or any of them shall have the right to foreclose the lien hereof. Borrower gives Trustee and/or Holders of the Notes power to sell the premises at a public auction. 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 Notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Holders of the Notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders 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 expenditures 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 a rate equivalent to the highest post maturity rate set forth in the Installment Notes secured by this Trust Deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or Holders of the Notes in connection with (a) any proceeding 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 (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether 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 actually commenced.
7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Borrower, its successors, legal representatives or assigns, as their rights may appear.
8. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Borrower at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.
9. Trustee or Holders of the Notes, or of any of them, shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
10. 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 Installment Note or the Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, not 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.
11. In case of default therein then Trustee or the Holders of the Notes may, but need not, make any payment or perform any act hereinbefore set forth 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 thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the Holders of the Notes to protect the premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon, at a rate set forth in the Installment Note secured by this Trust Deed. Inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

823562

12. 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 the Installment Note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor Trustee may accept as the genuine Installment Notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the Installment Notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original Trustee and it has never placed its identification number on the Installment Notes described herein, it may accept as the genuine Installment Notes herein described any notes which may be presented and which conform in substance with the description herein contained of the Installment Notes and which purport to be executed by the persons herein designated as makers thereof. Borrower shall pay all costs associated with services provided by the Trustee in connection with the Trust Deed, including but not limited to the Trustee's fees for release of this Trust Deed and the costs of recordation of the release.
13. No action for the enforcement of 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 notes hereby secured.
14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any successor in trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
15. Trustee or successor trustee shall be entitled to receive from Borrower a fee for releasing this Trust Deed as determined by Trustee or successor trustee's rate schedule in effect when the Trust Deed is released. Borrower agrees that Trustee or successor trustee shall not be required to release the Trust Deed until it receives payment of the fee. Trustee or successor trustee shall also be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed.
16. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.
17. This Trust Deed and all provisions hereof, shall extend to the be binding upon Borrowers and all persons claiming under or through Borrowers, and the word "Borrowers" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Installment Notes or this Trust Deed.

WITNESS the hand and seal of Borrowers the day and year first above written.

Jerzy Malysz [SEAL]
 JERZY MALYSZ

_____ [SEAL]

Zofia Malysz [SEAL]
 ZOFIA MALYSZ

_____ [SEAL]

STATE OF ILLINOIS

SS

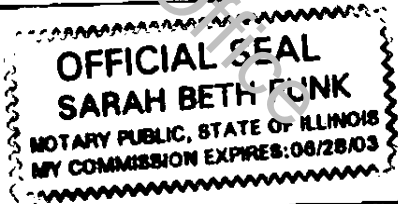
County of COOK

I, THE UNDERSIGNED a Notary Public in and for the residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT JERZY MALYSZ and ZOFIA MALYSZ who personally known to me to be the same person(s) whose name(s) 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 20TH day of, MARCH 2001

Sarah Beth Funk
 Notary Public

Notarial Seal



Identification No. _____

823562

THE CHICAGO TRUST COMPANY, TRUSTEE

BY *[Signature]*
 Assistant Vice President, Assistant Secretary.

IMPORTANT!
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

UNOFFICIAL COPY

0010234182

LOT 4 OF CLIFF MANOR SUBDIVISION, A SUBDIVISION OF THE NORTH
244.1625 FEET OF THE SOUTH 642.9625 FEET OF BLOCK 1 LYING SOUTH OF
ARCHER AVENUE OF THE PLAT OF THE ESTATE OF GEORGE BEBBE, DECEASED OF
THE WEST 1/2 OF THE SODIUM WEST 1/4 LYING SOUTH OF THE CHICAGO AND
ALTON RAILROAD AND THE FRACTIONAL SOUTHWEST 1/4 LYING NORTH OF THE
90 FOOT LINE OF THE ILLINOIS AND MICHIGAN CANAL OF SECTION 33,
TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED
JANUARY 17, 1997 AS DOCUMENT 97035161.

Property of Cook County Clerk's Office

823562