

MAIL TO: JOHN W. SEREDA, JR., Attorney at Law
11732 South Western Avenue
Chicago, Illinois 60642
500-02 West Erie Street

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.
BY: *John W. Sereda, Jr.*
CHICAGO TITLE AND TRUST COMPANY, Trustee.
Identification No. 782787

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on said buildings and improvements insured against loss or damage by fire, be damaged, or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical 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 hereof; (d) 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 ordinance.
2. Mortgages shall pay before any penalty attaches against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder 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 assessment which Mortgages may desire to contest.
3. Mortgages shall keep all buildings and improvements now or hereafter insured against loss or damage by fire, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default, Trustee or the holder of the note may, but need not, make any payment or perform any act hereinafter 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 lien or other paid lien or title or claim thereof, or authorized from 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 the holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereunder 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 equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein, when paid or incurred by Trustee or the holder of the note. 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 holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment or installment of principal or interest on 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) when default shall occur and continue for three days in the performance of any obligation of the Mortgages herein contained.
5. The Trustee or the holder 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 officer 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.
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 holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment or installment of principal or interest on 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) when default shall occur and continue for three days in the performance of any obligation of the Mortgages herein contained.
7. 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 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, appraiser's fees, and expenses for documentary charges, publication costs and examinations, title insurance policies, and other items which may be estimated as to costs to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, may be reasonably necessary either to produce such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition 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 post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein, when paid or incurred by Trustee or the holder of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them that be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness secured hereby; or (b) preparations for the commencement of any suit for foreclosure of the lien hereof or for the enforcement of any other lien or claim secured hereby; 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.
8. 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 incidental to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, 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 said premises. The receiver shall have power to collect the full 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 term of redemption, whether there be redemption or not, as well as during any further term when a deficiency, during the full term of redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or the usual in such cases for the protection, possession, control, management and disposal of the premises during the whole or in part of said period. The receiver may authorize the receiver to apply the net income of the premises in whole or in part to: (a) The payment of any taxes or assessments which may be levied against the premises or any part thereof; (b) the deficiency in case of a sale and a deficiency; (c) the deficiency in case of a sale and a deficiency; (d) the deficiency in case of a sale and a deficiency; (e) the deficiency in case of a sale and a deficiency; (f) the deficiency in case of a sale and a deficiency.
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 enforcing same in an action at law upon the note hereby secured.
11. Trustee or the holder 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 execute any power hereon unless 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 hereon.
13. Trustee shall release this trust deed and the lien thereof 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, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing it in all indebtedness hereby secured by this trust deed, which representation Trustee may accept as true without inquiry. Where a release is received of a successor trustee, thereon by a prior trustee hereunder or which conforms with the description herein contained of the note and which purports to be executed by the person and which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof, it 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 with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof; and where the release is requested of the original trustee and it has never 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 contains 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 Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of the county in which this instrument has been recorded or filed 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 claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages.
16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

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Property of

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State of Illinois, County of COOK, I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that JOZEFA STOPKA personally known to me to be the President of the J. & S. IVESTMENTS, INC.

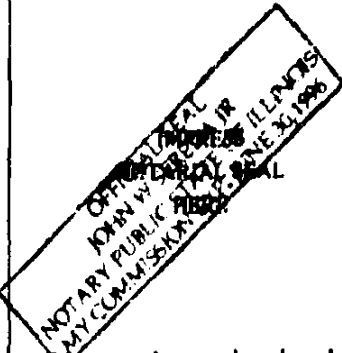
an Illinois corporation and JOZEFA STOPKA personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of _____ of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of November, 1994.

Commission expires June 30, 1996.

John W. Sereda, Jr.
JOHN W. SEREDA, JR., NOTARY PUBLIC

This instrument was prepared by JOHN W. SEREDA, JR., Attorney - 1732 S. Western Avenue
(NAME AND ADDRESS) Chicago, Illinois 60643.



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