UNOFFICIAL COPY

5-4304



TRUST DEED

25407127

1980 MAR 31 AM 10 14

CYTCZ	THE ABOVE SPACE FOR RECORDER'S USE ONLY
THIS INDENTURE, made March 28.	10.03 THE ABOVE SPACE FOR RECORDERS USE ONLY 10.03
ROSE SMULSKI, his wife, and RICH	ARD SMULSKI, divorced and not since remarried.
nerein referred to as "Mortgagors," and CHICA " 190, Illinois, herein referred to as TRUSTE	GO TITLE AND TRUST COMPANY, an Illinois corporation doing business in E, witnesseth:
"HA", WHEREAS the Mortgagors are justly in	ndebted to the legal holders of the Instalment Note hereinafter described, said as Holders of the Note, in the principal sum of SIX THOUSAND
NIVE PUNDRED FIFTY and 69/100 (\$	Dollars,
BEAREP	the Mortgagors of even date herewith, made payable to THE ORDER OF
rom April 1, 1990 on the	the Mortgagors promise to pay the said principal sum and interest e balance of principal remaining from time to time unpaid at the rate nents (including principal and interest) as follows:
Ninety-Nine and 82/109	ne and 82/100Dollars or more on the 1st day
he 1st day of each month then nd interest, if not sooner paid, shall or due	reafter until said note is fully paid except that the final payment of principal e on the 1st day of November 1988. All such payments on note to be first applied to interest on the unpaid principal balance and the
emainder to principal; provided that the principal	principal of each instalment unless paid when due shall bear interest at the rate principal and interest being made payable at such banking house or trust Illinois, as the holders of the note may, from time to time,
said City,	ntr .n', then at the office of JOSEPH and DELORES PIEKOS
rms, provisions and limitations of this trust deed, and be performed, and also in consideration of the sum resents CONVEY and WARRANT unto the Trustee, it tie and interest therein, situate, lying and COOK AND STATE OF ILLINOIS, to we have the cook and state of the cook.	payment of the said principal sum of money and said interest in accordance with the d the perfort ance of the covenants and agreements herein contained, by the Mortgagors of One D dar in and paid, the receipt whereof is hereby acknowledged, do by these successor, and assigns, the following described Real Estate and all of their estate, right, being in the City of Chicago COUNTY OF wit:
t 44 in Block 38 in Pennock a	subdivision of the West half of the South West quar- rth, Range 1? Erst of the Third Principal Meridian,
that if the Trust Deed to Chicag County Recorder of Deeds as Docu Final payment being made hereund After final payment on the Trust Four Hundred Sixteen and 26/100	o Title and Trust C mpany recorded with the Cook ment number 205440.2 is paid in full prior to the er, beginning on the first day of the first month Deed, as aforesaid, the ments hereunder shall be and (\$416.26), except
ortgagors shall have the right a alance due hereunder without any	and privilege to make prepay ents on the principal penalty whatsoever.
	Marvin H. Barish, 29 S. LaSalle St., Chicago
ereof for so long and during all such times as Mortga, ate and not secondarily) and all apparatus, equipn aditioning, water, light, power, refrigeration (whether egoing), screens, window shades, storm doors and we egoing are declared to be a part of said real estate we	d to herein as the "premises," mements, fixtures, and appurtenances thereto belonging, at J all 1 mts, issues and profits gors may be entitled thereto (which are pledged primarily and 0. a parity with said real nent or articles now or hereafter therein or thereon used to supply heat, gas, air single units or centrally controlled), and ventilation, including, without stricting the windows, floor coverings, inador beds, awnings, stoves and water haters. All of the whether physically attached thereto or not, and it is agreed that all limitar pparatus, the mortgagors or their successors or assigns shall be considered as constitution, and of
TO HAVE AND TO HOLD the premises unto the so sts herein set forth, free from all rights and benefits I rights and benefits the Mortgagors do hereby express	id Trustee, its successors and assigns, forever, for the purposes, and upon 'le v' 5and under and by vitue of the Homestead Exemption Laws of the State of Illino', w' ich ly release and waive. Venants, conditions and provisions appearing on page 2 (the reverse side of
	nce and are a part hereof and shall be binding on the mortgagors, their hells.
WITNESS the hand and seal of M	ortgagors the day and year first above written. [SEAL] SEAL! SEAL! SEAL!
	SEAL Seal Smuliper SEAL
	in and for and residing in the Cosiny in the State aforesaid, DO HEREBY CERTIFY
JONO WALL	SMULSKI, ROSE SMULSKI, and RICHARD SMULSKI
foregoing instrument, a	to me to be the same person s whose names are subscribed to the person und acknowledged that greed, sealed and delivered the said Instrument as free and nurposes therein set forth
1 5 5 6 5 Southlary act, for the uses and	
Given under my hand ar	nd Notarial Scal this 28th day of March 19.80
Given under my hand ar	MARK 5, RICHMOND

Return To Box 634



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

THE COVENANTS. CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DIED):

1. Mortgagers shall (s) promptly repoir, restore or rebuild are building or improvements now or hereafter on the premises which may be come damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics or other lens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be seen which any here of the greatest superiry to the lien hereof, and upon request exhibit suification; evidence of the discharge of such prior lien to Trustee or to the premises; (c) comply with all requirements of law or municipal ordinances, which may be seen thereof; (f) make no material alterations in sid premises except as required by law or municipal ordinances.

**Service charges, and other charges spaint the premises when due, and shall, upon writter request, furnish to Trustee, such expression and the charges against the premises when the premises were charges, aware service charges, and other charges against the premises when due and shall, upon writter request, furnish to Trustee, such as a service charges, and other charges against the premises when due and shall, upon writter request, furnish to Trustee or to holders of the note duplicate receipts, therefor. To prevent default hereunder Mortgagers shall pay in full under protest, in the manner provided by statute, any tax of the premises when the premises in the premises instruct against the premises when the premises when the premises when the premises instruct against the premise of the premises of the note of the note of the premises of the premises instruct against the premise of the premises of the note of

indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, spec al assessment or other lieu which may be or become superior to the lien hereof or of such decree, provided such application is made prior to for such sale; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be stoject 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. all reason ble 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, all reason ble 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, all reason ble times and access thereto shall be permitted for that purpose.

13. Trustee has no duty to examine the title, location, existence or condition of the premises, all reason ble times and access thereto shall be exercise any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of the agents or any require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of a dat the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing the fall indebtedness hereby such successor trustee. Such successor trustee, such successor trustee as the expension of the person sherein designated as the makers thereof; and where the presented any increased as the late of the persons herein designated as the makers thereof; and where the presented and which conforms in substance with the description herein contained of the no

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

CHICAGO TITLE AND TRUST COMPANY.

MARVINH BARISH 2241 W. Horvard Charl Chray, 200. 60645 MAIL TO:

PLACE IN RECORDER'S OFFICE BOX NUMBER

3915-25 W. altgeld and Chicago all

END OF RECORDED DOCUMENT