

UNOFFICIAL COPY

Property of Cook County

THIS INSTRUMENT PREPARED BY: SARA CASAWAY HIL 400105
2070 N. Dearborn Ave.
Chicago, Illinois 60634 **25551429**
TRUST DEED AND NOTE

THIS INSTRUMENT WITNESSETH, that the undersigned as Grantor, Chicago, Cook and State of Illinois for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, conveyed and agreed to the Grantee, FORT DEARBORN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation of the United States of America, of the City of Chicago, County of Cook State of Illinois, the following described Real Estate, with all appurtenances thereon, situated in the County of COOK State of Illinois, to wit: Lot 3 in the Subdivision of Lots 27 & 28 in First Addition to Mont Clare Gardens, being a Subdivision of the West Half of the North East quarter (except that part taken for railroad) of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

to have and to hold unto said Grantee and by virtue of the homestead exemption laws of the State of Illinois:

the sum of \$10,519.74 August 13, 1980

for and in consideration of the sum of ten thousand five hundred nineteen and Dollars

of the 15th day of September 1980 and interest on the balance of principal remaining from time to time unpaid

Two hundred fifty and 47/100ths Dollars on the 1st day of September 1980 and

interest on the 1st day of each and every month thereafter until said Note is fully paid

and all payments made on the indebtedness evidenced by this Note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal the portion of each of said installments constituting principal

GRANTORS agree and warrant to pay said indebtedness and the interest thereon, as herein provided; and to pay all taxes and assessments upon said property and to keep the buildings thereon insured to their full insurable value, and to promptly repair or rebuild or rebuild any buildings and/or hereafter in the property which may become damaged or be destroyed; to pay all prior mortgages and the interest thereon as the same may become due; and to keep the property tenable and in good repair and free of liens.

IN THE EVENT of failure of Grantee to pay the taxes or assessments, or to insure or to pay the prior incumbrances or the interest thereon when due, Grantee may provide such insurance, or pay such taxes or assessments, or discharge or reimburse any lien upon the affected said property to pay all prior incumbrances and the interest thereon from time to time as such taxes, fees, and assessments may be paid; the Grantee agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be an additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the covenants or agreements or covenants the whole of said indebtedness, including principal and all accrued interest within the option of Grantee, without notice, become immediately due and payable, and with interest thereon from the time of such breach, at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if said indebtedness had then matured by express terms.

IT IS AGREED by the Grantee that all expenses or disbursements paid or incurred in behalf of Grantee in connection with the foreclosure hereof - including but not limited to, reasonable attorneys fees, court costs, court reporters fees, publication expenses, title costs - shall be paid by Grantee; and the like expenses and disbursements, occasioned by any suit or proceedings against the Grantee, as Trustee, or the holder of the indebtedness hereunder may be a party, shall also be paid by the Grantee. All such expenses or disbursements shall be an additional lien upon said premises and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings. The Grantors, for said Grantors, and for the heirs, executors, administrators and assigns of said Grantors, waive all rights to possession of, and income from, said property pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to said Grantors, or to any party claiming under said Grantors, appoint a receiver to take possession or charge of said property with power to collect the rents, issues and profits of said property.

IN THE EVENT of the inability or removal of the Trustee to act, or of its refusal or failure to act, then the acting Recorder of Deeds of COOK County, is hereby appointed to be the successor in this Trust. And when all the aforesaid covenants and agreements are performed, the Trustee, or its successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

Witness our hands and seals this 12th day of August A.D. 1980

X Michael J. Janusz (SEAL) X Jean Janusz (SEAL)
X Ronald M. Janusz (SEAL) (SEAL)

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Property of Cook County Clerk's Office

STATE OF Illinois
Du Page County

William Kosmich
a Notary Public, in and for, and residing in said County, in the State aforesaid,
do hereby certify that Michael J. Janusz and
Donna M. Janusz and Jean L. Janusz



personally known to me to be the same person whose name(s) are
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that it is his/their act, sealed and delivered the said instrument as
their free and voluntary act for the uses and purposes therein set
forth, including the release and waiver of the right of homestead.

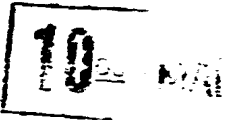
Given under my hand and Notarial Seal 12th
day of August 1981

William Kosmich
Notary Public.

My Commission expires 12-5
1981

Trust Deed and Note

1803 334789 25551429 015



HIL 400105
Third To

First Guaranty Federal Savings & Loan Assoc
6442 West Belmont Ave.
Chicago, Illinois 60634

25551429

END OF RECORDED DOCUMENT