

TRUST DEED

THIS INSTRUMENT WAS PREPARED BY *Cecilia R. Seib*
PARK NATIONAL BANK OF CHICAGO,
2000 N. MILWAUKEE AVE.
CHICAGO, ILLINOIS 60618

25667790

Form 807 Rev. 5-62



THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, made October 28 1980, between TERESA D. MIGIELSKA, a
single

herein referred to as "Mortgagors," and PARK NATIONAL BANK
OF CHICAGO, a National Banking Association,

doing business in Chicago, Illinois, witnesseseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of TWENTY-FOUR THOUSAND FOUR HUNDRED EIGHTY AND NO/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF PARK NATIONAL BANK OF CHICAGO

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 28, 1980 on the balance of principal remaining from time to time unpaid at the rate of per cent per annum in instalments as follows:

until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 28th day of October 1984. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest in accordance with the terms of said note and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of PARK NATIONAL BANK OF CHICAGO in said City.

NOW, THEREFORE, the Mortgagors 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 herein contained, by the Mortgagors to be performed, and in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the said Holders of the Note, their heirs, assigns, legal representatives, executors, administrators, and assigns, all their right, title and interest therein, situate, lying and

TRUST DEED DATED OCTOBER 28, 1980
LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF
PARCEL 1:
UNIT 809 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED AS PARCEL
OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

THAT PART OF ORIGINAL LOTS 27 AND 28 IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AS DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN THE SOUTH LINE OF MELROSE STREET, 118 FEET 6.5 INCHES WEST OF THE INTERSECTION OF THE SOUTH LINE OF MELROSE STREET AND THE WEST LINE OF SHERIDAN ROAD; THENCE SOUTH 101 FEET 6.5 INCHES ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 27 IN PINE GROVE AFORESAID AND 1098 FEET 7.5 INCHES EAST OF THE EAST LINE OF EVANSTON AVENUE; THENCE EAST 9 FEET MORE OR LESS TO A POINT, 139 FEET 7 INCHES WEST OF AND PARALLEL TO THE WEST LINE OF SHERIDAN ROAD; THENCE SOUTH ON SAID LINE TO A POINT IN THE NORTH LINE OF BELMONT AVENUE (BEING A LINE 33 FEET OF THE SOUTH LINE OF ORIGINAL LOT 28 IN PINE GROVE), 139 FEET 7 INCHES WEST OF THE WEST LINE OF SHERIDAN ROAD; THENCE EAST ALONG THE NORTH LINE OF BELMONT AVENUE, 139 FEET 7 INCHES TO THE WEST LINE OF SHERIDAN ROAD; THENCE ALONG THE WEST LINE OF SHERIDAN ROAD, 331 FEET 1 INCH TO THE SOUTH LINE OF MELROSE STREET; THENCE WEST ALONG THE SOUTH LINE OF MELROSE STREET, 148 FEET 6.5 INCHES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR HARBOR HOUSE CONDOMINIUM ASSOCIATION MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1976 AND KNOWN AS TRUST NO. 50400 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 23481866, TOGETHER WITH AN UNDIVIDED .241 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENTS APPURTENANT TO PARCEL 1, AS CREATED BY A DOCUMENT DATED SEPTEMBER 17, 1951 AND RECORDED SEPTEMBER 26, 1951 AS DOCUMENT NO. 15178910 AND AS AMENDED BY AN AGREEMENT RECORDED JULY 19, 1967 AS DOCUMENT NO. 20201519, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

25667790

25667790

Property of Cook County Clerk's Office

02552825

also in consideration of the sum of one dollar... unto the Trustee, its successors and assigns, the following described Real Estate and all other... being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

which, with the property hereinafter described, is referred to herein as the "premises," 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 Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and are...)

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 Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

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

[SEAL] Teresa D. Migieliska 1980 [SEAL] [SEAL] [SEAL]

STATE OF ILLINOIS, I, Geraldine R. Scibor ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Teresa D. Migieliska



who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the instrument as her 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 this 28th day of October, A.D. 1980

Geraldine R. Scibor Notary Public

25667790

UNOFFICIAL COPY

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or claim on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer receipts charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance company 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 note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, 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 therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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, on the premises, 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 any of the purposes herein authorized, whether or not the mortgaged 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 the rate of seven per cent per annum. 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 default hereunder on the part of Mortgagors.

5. The Trustee or the holders 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 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.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness shall, notwithstanding anything to the contrary in this Trust Deed or in the instrument or instruments secured hereunder, 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 other agreement of the Mortgagors 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 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 expenditures and expenses 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, surveyor's fees, documentary and expense evidence, stenographer's charges, publication costs and costs (which may be estimated as to items) to be expended in carrying out the decree of proceeding all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar of an assurance with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence its progress at any sale which may be had pursuant to such decree of proceeding the true condition of the title to or the value of the premises, such suit or to evidence its progress. 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 hereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note 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 debt 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.

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 incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all such items which under the terms hereof constitute secured indebtedness in that order of priority, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, 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 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 Mortgagors 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 power to collect the rents, issues and profits of said premises, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect such redemption or not, as well as during any further time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such redemption and rents, issues and profits, and all other powers which may be necessary or proper 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: (1) 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; (2) 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 subject 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 enter upon 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, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated to do so 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 herein given.

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 to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports 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 not executed a certificate on any instrument identifying same with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

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. In case of the resignation, inability or refusal to act of Trustee, the Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed by him.

15. This trust deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 note or this Trust Deed.

NOV-17-80 378014 25667790 A REC 11.00

1980 NOV 17 AM 9 35

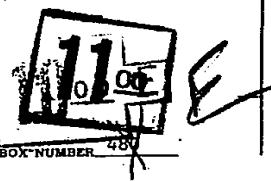
100-22325-10

25667790

25667790

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

D. NAME
E. STREET
F. CITY
G. INSTRUCTIONS
RECORDERS' OFFICE BOX NUMBER 487



The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1463. PARK NATIONAL BANK OF CHICAGO, as Trustee. by Charles E. Long, Assistant Vice President

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3200 N. Lake Shore Dr. Chicago, Illinois

END OF RECORDED DOCUMENT