OFFICIAL CO

663861



TRUST DEED

COOK COUNTY, ILLINOIS FILED FOR RECORD

Sidney R. Olson RECORDER OF DEEDS

1990 NOV 18 PM 1: 11

25670638

25670638 THIS NO ENTURE, made November

THE ABOVE SPACE FOR RECORDER'S USE ONLY 19 80 , between John J. Grodek and

Donn C. Grodek, his wife, herein referred o as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in

Chicago, Illinois, Serin referred to as TRUSTEE, witnesseth:
THAT, WHEP, AS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said

legal holder or hold ob ing herein referred to as Holders of the Note, in the principal sum of Eighteen Thousand Six Hundred and .10/100 (\$18,600.00)-

and delivered, in and by which sid Note the Mortgagors promise to pay the said principal sum and interest from October 25, 1900 on the balance of principal remaining from time to time unpoid at the principal sum and interest from the said principal sum and the said 1900 on the balance of principal remaining from time to time unpaid at the rate 10 1/2 per cent per annum in instruments (including principal and interest) as follows:

BEARER Gerald P. Schalk and Eunice Schalk, his wife, as joint tenants

1st_day Dollars or more on of 15% per annum, and all of said principal and iteres being made payable at such banking house or trust company in place 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 case of Gerald P. Schalk, 1809 Boulder,

in said City, Mt. Prospect, Illinois. NOW, THEREFORE, the Mortgagors to secure the payment of the said princ all s m of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the co. m. m! and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the recipit whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following of cibed Real Estate and all of their estate, right, little and interest therein, situate, lying and being in the VIIIage of Clenview COUNTY OF Cook title and Cook

Lot 8 in Glen Park Subdivision of the South 3/4 (except the Ves. 220 feet thereof) of the West Half of the North West 1/4 of the South West 1/ of Section 31. Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

THIS IS A JUNIUR PURCHASE MONEY TRUST DEED (MORTGAGE).

This Trust Deed is subject, inferior, and subordinate to a prior mortgage dated October 28, 1980, made by John J. Grodek and Donna C. Grodek, his wife, to Continental Illinois National Bank and Trust Company of Chicago, recorded November 10, 1980, in the office of the Cook County, Illinois, Recorder of Feed.

November 10, 1980, in the office of the Cook County, Illinois, Recorder of Paedi as Document 25657990.

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, the times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with sud'r a estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gar, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting t's foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the oregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their 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 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,

s trust uncertainty cossors and assigns.

WITNESS the hand s and an arm of the state of the stat successors and assigns. of Mortgagors the day and year first above w [SEAL] [SEAL] STATE OF ILLINOIS. DAN G. CURTIS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John J. Grodek and Donna C. Grodek, his wife, personally known to me to be the same person S whose names OTARY Coregoing instrument, appeared before me this day in person and acknowledged that

signed, scaled and delivered the said Instrument as thev their intary act, for the uses and purposes therein set forth. 124 November Given under my hand and Notarial Seal this-

Form 807 Tr R. 11/75

Page 1

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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 I (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagers shall (a) promptly repuls, restore or rabulal any haldings or improvements now or hereafter on the premises which may become damaged or, he destroyed; (b) keep stid premises in good condition and repair, without waste, and free from mechanic's or other less or claims for lies not expressly subordinated to the lien hereof (c) pay when due so inductions which may be sent the premises and premises (c) comply with all requirements of law or municipal ordinances with respect to the premises when due premises (c) comply with all requirements of law or municipal ordinances with respect to the premises when due premises (c) comply with all requirements and premises and the premises and the premises when the premises when due to the premises and the premises and the premises when due to the premises when the premises when the premises and the premises, and other charges against the premises when due to the premises when the premises and the premises, and other charges against the premises when the premises and the p

indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special asse timent, rether lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosm; sale; it 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 use any 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 at all reasonable ture 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 inquestion to the signatures or the identity, capacily, or authority of the signatories on the note or trust deed, nor shall Trustee by oiling the validity of the signatures or the identity, capacily, or authority of the signatories on the note or trust deed, nor shall Trustee by oiling the capacity of the signatures or the identity, capacily, or authority of the signatures on the note or trust deed, nor shall Trustee by oiling the capacity of the signatures or the identity, capacity, or authority of the signatures or the note of trustee by the terms have the order of the validity of the signatures or the identity of the signatures or the signatures or the signatures or the signatures or the signature or the signature of the signatures are presented and which to capacity of the signatures of the si

IMPORTANT!

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

<u>6638</u>61 CHICAGO TITLE AND TRUST COMPANY,

THIS INSTRUMENT PREPARED BY AND MAIL TO: Dan G. Curtis

Gardner, Carton & Douglas One First National Plaza [Chicago, Illinois 60603

Chicago, Illinois 60603

PLACE IN RECORDER'S OFFICE BOX NUMBER

PLACE IN RECORDER BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 904 Arbor

Glenview, Illinois

END OF RECORDED DOCUMENT