

UNOFFICIAL COPY

THIS IS A JUNIOR MORTGAGE

TRUST DEED

25858154

THIS INSTRUMENT WAS PREPARED BY  
LAW OFFICE OF JAMES J. CHICAGO  
200 N. LA SALLE ST.  
CHICAGO, ILLINOIS 60610

Form 807 Rev. 5-67

ESTC 7

THE ABOVE SPACE FOR RECORDERS USE

Guillone R. S. M.

THIS INSTRUMENT made April 25 1981 between DIANA M. CIHAK, also known as  
DIANA M. MIGALA, divorced and not since remarried

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

an Illinois corporation doing business in Chicago, Illinois, herein referred to as "Mortgagee" and STEE, witnesseth:  
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder of the Instalment Note here-  
matter described, said legal holder or holders being herein referred to as "Holder" of the Note, in the principal sum of  
TWENTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER  
OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from  
April 25, 1981 on the balance of principal remaining from time to time unpaid at the rate of  
15.75 per cent per annum in instalments as follows: THREE HUNDRED SEVENTY AND 08/100

Dollars on the 1st day of June 1981 and THREE HUNDRED SEVENTY AND 08/100

Dollars on the 1st day of each and every month thereafter until said note is fully paid except that the final  
payment of principal and interest, if not sooner paid, shall be due on the 1st day of May 1986.  
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 at the rate of 15.75 per cent per annum, 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.

NOTWITHSTANDING the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provi-  
sions and conditions of this trust deed and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and  
also 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 Trustee, its successors and assigns the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and  
being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS.

TRUST DEED DATED APRIL 25, 1981 (Cihak A/K/A Migala)

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

UNIT 10-K as delineated on survey of the following described parcel of real estate (hereinafter  
referred to as "Parcel"): Lots 6, 7, 8 and 9 (except the West 14 feet of said Lots) in Block 16;  
also all that land lying East of and adjoining said Lots 6, 7, 8 and 9 and lying westerly of  
the West boundary line of Lincoln Park as shown on the plat by the Commissioners of Lincoln Park  
as filed for record in the Recorder's Office of Deeds of Cook County, Illinois, on July 16, 1931  
as Document No. 10938695, all in Cochran's Second Addition to Edgewater, being a subdivision  
of the East Fractional half of Section 5, Township 40 North, Range 14, East of the Third  
Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declara-  
tion made by LaSalle National Bank as Trustee under Trust No. 34662, recorded in the Office of the  
Recorder of Cook County, Illinois, as Document No. 20686341; together with an undivided 29/8  
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 survey).

This mortgage is subject to all rights, easements, conditions, covenants and reservations contained  
in said Declaration the same as though the provisions of said Declaration were recited and  
stipulated at length herein.

25858154

Property of Cook County Clerk's Office

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

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

TOGETHER with all appurtenments, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagees may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondary) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, major beds, awnings, stairs and water heaters. All of the foregoing 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 mortgagees 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 Mortgagees 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.

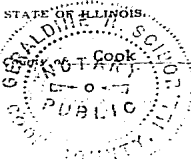
Witness the hand and seal of Mortgagees the day and year first above written.

[SEAL]

Diana M. Cihak, A/R/A Diana M. Migala

[SEAL]

[SEAL]



Geraldine R. Scibor

I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DIANA M. CIHAK, also known as DIANA M. MIGALA, divorced and not since remarried

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 said 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 25th day of April A. D. 1981

Geraldine R. Scibor Notary Public

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 be destroyed...

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due...

3. Mortgagors shall provide for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby...

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances...

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 of assessment or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill...

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 secured by this Trust Deed shall, notwithstanding anything...

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 hereon in any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree...

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...

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 the recording of this trust deed...

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 asserting 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 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 by the terms hereof...

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...

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar 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 then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder...

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...

MAY 4 AM 10 21

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

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1489. PARK NATIONAL BANK OF CHICAGO, as Trustee.

DEVELOPER NAME STREET CITY

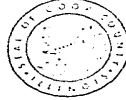
OR RECORDERS'S OFFICE BOX NUMBER 480

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE UNIT 10-K 6007 N. Sheridan Rd. Chicago, Illinois

END OF RECORDED DOCUMENT

Property of Cook County Clerk's Office

RECORDER OF DEEDS  
COOK COUNTY, ILLINOIS



CHICAGO 60602

CHIEF CLERK RECORDER  
~~JOHN RICE~~  
JOHN RICE  
DEPUTY ASSISTANT  
HARRY "BUSH" YOURELL

CLERK  
HARRY R. OLSEN

CERTIFICATE OF ADDITIONS  
THIS IS TO CERTIFY THAT THE MICROFILMED  
IMAGES APPEARING ON THIS ROLL OF FILM  
BETWEEN START ADDITIONS AND END ADDITIONS  
ARE TRUE AND ACCURATE IMAGES OF THOSE  
DOCUMENTS OF THE RECORDER OF DEEDS,  
COOK COUNTY, ILLINOIS, WHICH WERE MISSING  
OR UNREADABLE UPON INSPECTION OF  
THE ORIGINAL ROLL, AND ARE TO BE SPLICED  
TO SUCH ORIGINAL ROLL FOR ITS COMPLETION.

*Harold L. ...*  
CAMERA OPERATOR

