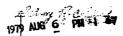
UNOFFICIAL COPY



TRUST DEED



25086172

HELDITION WITH COOK WALLY LINE

4.16136

-6-12 638189 0 25086172 4 A -- Nec

10.15

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made NOVEMBER 16,

19 78 , between STEPHEN KOWALSKI and FRANCES H. KOWALSKI

hereir referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in

Chic go Illinois, herein referred to as TRUSTEE, witnesseth:
THA1, V HE VEAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holor or holders being herein referred to as Holders of the Note, in the physpical sum of \$12,360.00

TWELLY IF YISAND THREE HUNDRED SIXTY DOLLARS AND NO/ONE HUNDRETHS evidenced by one contain Instalment Note of the Mortgagors of even date herewith, made payable to MAT AROUTE OF FFARE AS THERE N STATED

in writing appoint, and in absence of such appointment, then at the office of HOLDER in said City.

In said City,

NOW, THEREFORE, the Mortgagors to secure the payment of 1.00 deprincipal 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 also in consideration of the sum of One Dollar in and poid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the villowing described Real Estate and all of their estate, right, title and the control of the

LOT 17 AND THE NORTH ½ OF LOT 18 IN HANSEN AND FISPELLER'S SUBDIVISION OF LOTS 1 TO 2h IN BLOCK 10 IN THE CHICAGO LAND AND INVESTMENT COMPANY'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 33, TOW SHI? ho NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, 'LLINOIS.



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 re us, issessed profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a profit thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a profit to the such as the profit of the such as the su

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,

WITNESS the hand	s an	d-seal 8	of Mortga	gors the	day and year first a	bove written.	
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						Kowalis	
STATE OF ULINOIS			Tames				

	SEAL (SEAL)
STATE OF ILLINOIS,	1. JAMES I. LOGON
County of Cook. SS.	a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEPHEN KAWALSCI COM FRANCES H KOWALSK I
who ARE	personally known to me to be the same person & whose name \0. Ask subscribed to the

30	a :	1.50	forego	ing in	astrument,	appeared	i before	me	this	day	in :	erson	and acknowl	edged	tha
દ	٠,٠		ساية	4 hour	ζ.	signed s	caled and	delivered	the	said	Instrume	nt as	their	free	hae
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i,	* ~	TARY	- Cumin	ary act, t	or the uses	and purpos	es ulerein s	et forth.					, ,		
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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 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagers shall (a) promptly training restore or rebuild any buildings or improvements now or hereafter on the premises which may or claims for lies not expressly subordinated to the lien hereof, (b) production and repair, without waste, and free from rehandards or other liens or claims for lien not expressly subordinated to the lien hereof, (b) production and repair, without waste, and free from rehandards or other liens or claims for lien not expressly subordinated to the lien hereof, (b) production and the production of the lien hereof, and upon request schibll satisfactory evidence of the discharge of a update of the control of the control of the production of the lien hereof, and upon request schibll satisfactory evidence of the discharge of any of the control of the production of the prod

Court from time to time to time the state of the court of the lien of the court of the lien hereof or of such decree, provided such application is made prior to 'oreclo are 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 "birect" of 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 at alt of the premise and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premise of the control of the signatures on the note of the same of the decidity, capacity, or authority of the signatures on the note or trust deed, nor shall 71 sace be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor he list of the 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 a stisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release is required to a successor trustee and the request of produce and exhibit to Trustee the note, representing the any adepted any note which between a release is required of successor trustee the representation Trustee may accept as the genuine note herein described any note which between a release is required of successor trustee the repross herein designated as the makers thereof; and where the release is requested of the original trustee and the request of the regions herein designated as the makers thereof; and where the release is requested of the original trustee and the request of the

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 FILED FOR RECORD.

Identification No CHICAGO TITLE AND TRUST OMPANY

MAIL TO:

CLARINGE T. NABOROWSKI BUDGETT AND CALKINS 105 ST UTH LATALLE STREET Chickso, miditals 60503

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

PLACE IN RECORDER'S OFFICE BOX NUMBER

END OF RECORDED DOCUMENT