



TRUST DEED

26541576

1983 MAR 21 AM 11 07

COOK COUNTY ILLINOIS

687676

CTTC 1

HAR-21-83 THE ABOVE SPACE FOR RECORDER'S USE ONLY

11-20

THIS INSTRUMENT, made MARCH 16, 1983 between LEONARD GRIGAS, DIVORCED AND NOT REMARRIED

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of SIX THOUSAND

DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum SEE RIDER ATTACHED FOR TERMS

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

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 also in consideration of the sum of One Dollar in hand paid to the Trustee, 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 OAK FOREST, COUNTY OF COOK AND STATE OF ILLINOIS,

SC 98632-Unit F

LOT 13 IN BLOCK 7 in BRUNO JONIKAS FOREST VIEW HILLS UNIT No. 3, A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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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 not secondarily) 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, inador beds, awnings, stoves 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 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, successors and assigns.

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

[SEAL] [Signature: Ronald Grigas] [SEAL]

[SEAL] [Signature: Duaine B. Edelson] [SEAL]

STATE OF ILLINOIS, } SS. I, Duaine B. Edelson }
County of Cook } a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
LEONARD GRIGAS, DIVORCED AND NOT 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 he signed, sealed and delivered the said Instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of March, 1983
Duaine B. Edelson Notary Public

UNOFFICIAL COPY

Property of Cook County, Illinois

RIDER

687676

Chicago, Illinois (hereafter sometimes referred to as "Payee"), a sum (hereinafter for convenience only called "the base sum") of SIX THOUSAND Dollars (\$ 6,000.00) plus interest from and after the 16th day of MARCH, 1983, on the balance of the base sum remaining from time to time unpaid at a rate equal to 24 % per annum, before and after maturity, in the base sum and interest installments as follows:

Interest shall be paid on the 1st day of APRIL, 1983, and on the same date of each and every month thereafter until this note is paid in full; and the base sum, if not sooner paid, shall be paid on demand, together with exchange and collection charges at current rates; provided, however, that such demand shall not be made before the 1st day of SEPTEMBER 1983, unless there is a default under the terms hereof and further provided that notwithstanding any term of this instrument to the contrary, all unpaid interest as well as the base sum shall be paid on the date of demand.

All payments on account of the indebtedness evidenced by this note shall first be applied to interest on the unpaid base sum balance and the remainder to the base sum. Said payments shall be made in such place as the legal holder of this note may, from time to time, in writing appoint and in the absence of such appointment, then at the office of the payee hereof in said City.

Notwithstanding anything herein to the contrary or any agreement, express or implied, between the parties hereto, all rates of interest expressed as annual rates or as percentages per annum shall be calculated each day during each year on a 360 day year basis.

If any installment of this note is not paid at the time and place specified herein, then at the election of the holder of this note and without notice or demand, the entire amount unpaid shall be due and payable forthwith and the note shall be deemed to have matured. The acceptance by the holder of any installment hereof or of any partial payment or on account of any installment due hereunder after the time it becomes due as herein set forth or the failure of the holder to exercise promptly any of the remedies herein provided shall not be held to establish a custom or constitute a new agreement or waive any rights of the holder to enforce prompt payment of any installments or arrears of any installment or of any further installments or otherwise. The undersigned jointly and severally waive demand or payment, notice of non-payment, protest, and notice of protest of this note.

If this note is not paid when due, whether by acceleration or otherwise, and shall be placed in the hands of an attorney for collection, or if this note shall be placed in the hands of an attorney because of litigation by any signatory hereof against the payee or holder, and the holder or payee thereafter collects certain amounts in payment of this note or any judgment or decree rendered thereon, the undersigned promise to pay the entire attorney's fees charged by the holder's and/or payee's attorney, if reasonable.

And the undersigned jointly and severally do hereby authorize, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, after default, and confess a judgment without process, in favor of the holder hereof, for the entire unpaid due amount hereunder, together with costs and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue thereof.

The undersigned jointly and severally agree that the holder of this note shall have a lien upon and may, without notice or demand of any kind, appropriate and apply to the payment of this note or any other liability of the undersigned to the holder, all balances, credits, deposits, accounts, reserves, collections, drafts, checks, indebtedness and moneys coming into the possession or control of holder.

The construction, validity and effect of this note shall be governed by the laws of the State of Illinois. Any provision of this note prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

A default under the terms of any instrument securing this note, a misrepresentation or omission made by the signatories or guarantors, if any, of this note in any instrument, affidavit or form executed by such signatories or guarantors on the date hereof, or any event which causes the holder hereof, in good faith, to deem itself insecure, shall at the option of the holder hereof, be considered a default of this note. This note is secured by the following documents bearing even date herewith: A TRUST DEED ON 15108

CHESTNUT LANE, OAK FOREST ILL. NO PREPAYMENT PRIOR TO 90 DAYS FROM 3/16/83. ANY PAYMENT RECEIVED WHICH IS OVER 10 DAYS PAST DUE WILL BEAR A \$5000 LATE CHARGE

END OF RECORDED DOCUMENT

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