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		COUNTINO 206	DIS		
GEORGE E. COLE* LEGAL FORMS	TRUST DEED (ILLINOIS) For Use With Note Form 1448 (Monthly Payments Including Interes	FILED FOR RECOR	D	7441011	
CA!	UTION: Consult a lawyer before using or acting under warranties, including merchantability and fitness, are	this form. excluded.	•		
		19 85,	27	441 011	
T' AS INT ENTURE,	made <u>February 2,</u> Kustwan and Maria	Kustwan,		011	
between <u>Jozel</u>	wife,	(0(20			
n:	So. Kolin Ave. Chg	(STATE)			450 32 33
herein referred to a	STREET) Stephen Stephen	Matersar	1100		15
D	TI + 1.7th St. Chgo	o, IL 60609		For Recorder's Use Only	
1741 (NO.7	We3U 47 611 B 64 (CITY	lortgagors are justly indebted	nhen J. Mate	Iski &/or Stephan Matelsk	上
herein referred to as to the legal holder of	f a principal pror usso y note, termed have by Mortgagors, hade partie to Basiler a	ind delivered, in and by which norty Thousand on no	100 (\$30,000) Fine time to time unpai	lat the rate of 12 3/per cent	
note Mortgagors pro	West 47th St. Chgo (CITY MEST)	on the balance of principal remaining of the balance of th	indred Forty	+.00)or more ollars on	as J.T.
per annum, such pri	symise to pay the punci al sum of Tit from February 2 1985 incipal sum and interest to e paya le in it day of April 1985 of each and every month therer tery tit 1st day of April aid interest on the unpaid principal base of the principal base	and Four Hundred FO	ne final payment of princip	al and interest, if not sooner paid, ced by said note to be applied first	
the <u>lst</u> day	y of each and every month there there in	95; all such payments on account of	portion of each of said ins highest pre	tallments constituting to in II	, at the
shall be due on the	when due to bear interest after the day	ic payment thereof, at the rate of	d on or afte	at such other place as the legal der thereof and without notice, the judgment aforesaid, in	nonth .
the extern of de time of the made payable at the holder of the note of the not	of ault plus Mafelskin of crom time to time, in writing appoint may, from time to time, in writing appoint	ther provides that at the on, shall become a ued inter st ther on, shall become a	t once due and payable, a ordance with the terms the	ereof or in case default shall occur n may be made at any time after the	
principal sum rema	aining unpaid thereon, together, of any ins ocur in the payment, when due, of any other weed days in the performance of any other	agreemen contained in this Trust Do parties thereto s ver, lly waive presen	ntment for payment, notice	e of dishonor, protest and notice	
expiration of said	ccur in the payment, when due, of any his tiree days in the performance of any other three days, without notice), and that all it here days, without notice), and that all it performs the sail of the	d principal sum of mor cy and interest	in accordance with the ter	he Mortgagors to be performed, and by these presents CONVEY AND	
above mentioned	note and of this Trust Deed, and the period ion of the sum of One Dollar in hand pa	aid, the receipt where, is aby actions, the following des libed Real	Estate and all of their est	ND STATE OF ILLINOIS, to wit:	
WARRANT unto	EFORE, to secure the payment of the performance and of this Trust Deed, and the perform of the sum of One Dollar in hand properties of the Trustee, its or his successors and are being in the BLOCK 3 IN ARCHER H. THE W. ½ OF THE W.	ago IGHLANDS ADDIT 0	BEING H.H.	VESSEL & COMPANY S SO OF THE E. 4	Service Servic
LOT 7 IN	o the Trustee, its or his succession to being in the SIN ARCHER HELOCK 3 IN ARCHER HELOCK 12 OF THE W. RAILROAD RIGHT OF WARE 13 NORTH, RANGE 13	OF THE N.E. OF OF THE E. OF	TYL S.W. 4	OF SAID SEC. 10, TDIAN, IN COOK	(C)
(EXCELT T	38 NORTH RANGE 13	E. OF 11111 11111			
3664 (31)(INLL4 -	T11772		Chicaro LL1	mm TV	ENT OF
Commonly	ILLINOIS. known as: 4918 Sou TGAGE IS EXPRESSLY I SAID PREMISES OR AN GOME DUE & PAYABLE	MADE TO THE PRESE	TEYANCE WEAL	COEVER, THIS MORTG	AGE
SALE OF	DATE OF DAVABLE	TWMPDTHTPT-01	- 4918 A	(a XIII V	1 1 € 1
SHALL DE	t Index # 19-10-216	-027-0000 volume of the compression of the compress	balanging and all rents, i	sues an profits thereof for so long ar	nd ot
Which, with the	TD with all improvements, tenements, tenements,	rato (which rents, issues and profits	re pledged primarily and ereon used to supply heat	gas, was refrigerated as a foregoing), see early window shaded to foregoing), see early window shaded to find a part of t	on es., he
secondarily), a	nd all fixtures, apparatus, equipment of the control of the contro	ador beds, stoves and water heaters	All of the foregoing are	milar or other apparaus, equipment	4
awnings, storm mortgaged pre	times as Mortgagors may be entitled the times as Mortgagors may be entitled in a dall fixtures, apparatus, equipment or a oning (whether single units or centrally in doors and windows, floor coverings), in doors and windows, floor coverings, mises whether physically attached therete ter placed in the premises by Mortgagors E AND TO HOLD the premises unto the free from all rights and benefits under the free from all rights and benefits under	or not, and it is agreed that or their successors or assigns shall be a said Trustee, its or his successors a	part of the mortgaged production the part of the parties Laws of the State	purposes, and upon the uses and tru f Illinois, which said right and bene	fits —
TO HAV	E AND TO HOLD the premises under	and by virtue of the Homestead 2.11	led o tri	fe.	- = [8
Mortgagors do The name of a	E AND TO HOLD the pricing is under the free from all rights and benefits under the pressive release and waive. I record owner is: I Deed consists of two pages. The covena record and hereby are made a part here rence and hereby are made a part here	twan and Marra Rus	re set out in full and shal	be binding on Morigagora,	ırs,
SEED IN THIS ITUS	been ore made a part here	W	moria	Kushvan(s	eal)
Successors and Witness	d assigns. the hands and seals of Mortgagors the da	wow (Seal)	Maria Kust	yan	
PLEASE PRINT OR	Jozef Kustwan			(5	Seal)
TYPE NAME(S		(Seal)		a Notary Public in and for said Co	unty his
SIGNATURE(S	Cook	ss., Joz	ef Kustwan a	d, a Notary Public in and for said Co nd Maria Kustwan,	
State of Illin	ois, County of COOK in the State aforesaid, DO WITE,	O HEREBI CZATI	e names are	subscribed to the foregoing instrume	nent. ent as
IMPRESS SEAL	personally known to me	to be the same person whose to be the same person, and acknowledged t	hatth_ ey signed, so	subscribed to the foregoing instru- aled and delivered the said instrume h, including the release and waiver of	of the
SEAL HERE	THELL	,c une	Tolan	19_4	0
	right of nomestead.	971 day of	2003	Chgo, IL 60609 92 th Street	Public 7-1935
Given under Commission	on expires $2 - i g$	elski, 1741 West & S.J. Matelski	47th Street,	Ungo, 11 0000) /2	

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer
 Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note step of the original or 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 and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing lightning and windstorm under policies providing for payment by the insurance companies satisfactory to the holders of the note, under insurance 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 mortpolicies 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 mortpolicies goal 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 all 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 received 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, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem prior that the prior to the proposes herein authorized may tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized may tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any other moneys advanced by Trustee or the authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which are the other prior to the prior to the part of Mortgagors.

 The Trustee or the holders of the note hereby secured making only payment has by authorized relating to these or excessions.
- 5. The Try acc 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 be each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the highest of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not withstanding anythine in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness 1 reby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or large shall have the right to foreclose the lien hereof, there shall be allowed and included as additional infollinois for the enforcement of a more gate debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional infollinois for the enforcement of a more gate debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional infollinois for the enforcement of a more gate debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional included as to items to be specified and the statement of the control of the control of the control of the control of the statement of the stateme
- 8. The proceeds of any foreclosure sale of the premises shell hadistributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, incuraing all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indealed include the control of the co
- 9. Upon or at any time after the filing of a complaint to foreclose this rust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale. Alth, ut notice, without regard to the solvency or insolvency receiver of said premises. Such appointment may be made either before or after sale. Alth, ut notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the solvency of the premises or whether the same shall be then of Mortgagors at the time of application for such receiver and without regard to the solvency of the power shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, care of a sale and a deficiency, during the full statutory issues and profits of said premises during the pendency of such foreclosure, such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for such receiver to apply the net income in his hands in payment in whole or in part of (1) ne indebtedness secured hereby, or by any authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) ne indebtedness secured hereby, or by any decree foreclosing, this Trust Deed, or any tax, special assessment or other lien which may be or 'me 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 stee and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed 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 inspect the premises at all reasonable tim s 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 fur to be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions thereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and it my require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactor evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and an 'enquest of any debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and an 'enquest of any debtedness person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing the tail indebtedness person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing the tail indebtedness is requested of a accessor trustee. The principal note and which purports to be executed by a prior trustee may accept as the genuine note herein described any note where the release is requested of the original trustee and he has ports to be executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described and which conforms in substance with the description herein contained of the principal note herein described any note 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 or Registrar of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, Stephanie Matelski &/or Roger shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county S. in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Instalkment Note mentioned in the within Trust Deed has been

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

identified herewith under Identification No. ... Trustee