NOFFICIAL COP

COOK COUNTY ILLINOIS OB6 Sidney H. Olion RECORDER OF DEEDS 697956 TRUST DEED 2707108**6** 1984 HAY -3 PM 3: 17 THE ABOVE SPACE FOR RECORDER'S USE ONLY TH'S INDENTURE, made------May 1----19 84, between STANLEY W. ESTKA and <a. RICIA A. ESIKA, his wife---</pre> here: referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicag, Illi rois, herein referred to as TRUSTEE, witnesseth: THAT, w. F. AS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holds, or bolders being herein referred to as Holders of the Note, in the principal sum of THIRTY-THRI THOUSAND (533,000)-----evidenced by one certai Instalment Note of the Mortgagors of even date herewith, made payable to **EXECUTE** ANTHON . BEMBENEK and ANNA S REMARKING big wife BEXEEN ANTHON . BEMBENEK and ANNA S. BEMBENEK, his wife, as joint tenants with right of survivorship-----and delivered, in and by when said Note the Mortgagors promise to pay the said principal sum and interest from issuance---- on the balance of principal remaining from time to time unpaid at the rate of six (6%) per cent per annula in instalments (including principal and interest) as follows: TWO HUNDRED THIRTY-SIX DOL ARS & 43/00 (\$236,43)------ Dollars or more on the 1st day of each month three ter until said note is fully paid except that the final payment of principal of June and interest, if not sooner paid, shall be due (a th. 1st day of May, 2004. All such payments on account of the indebtedness evidenced by said not to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of sch-instalment unless paid when due shall bear interest at the rate per annum, and all of said principal and intere t being made payable at such banking house or trust Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the of at 5431 S. Oak Park, Chicago NOW, THEREFORE, the Mortgagors to secure the payment of the said princ pal s m of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the come 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 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, to wit: Edmund #2640, The North 30 feet of the South 150 feet of the East 12: feet of the West 158 feet of Lot 46 in the Subdivision of that part of the South East 1/4 of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois. (commonly known as 5435 S. Menard, Chicago, Illinois 50638) 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 passes 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 reasestate 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 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, WITNESS the hand S S of Mortgagors the day and year first above written. -[SEAL] PATRICIA A. ESTKA STANLEY W. ESTRA [SEAL] Satricia Estha Stant [SEAL] STATE OF ILLINOIS, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT STANLEY W. ESTKA & PATRICIA A ESTKA his wife who <u>arepersonally known to me to be the same person S</u> whose name S foregoing instrument, appeared before me this day in person "ATP subscribed to the and acknowledged that they signed, sealed and delivered the said Instrument as

Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note with Interest Included in Payment

voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this

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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 CHIE REVERSE SIDE OF THIS TRUST DEED:

1. Mortgagors shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter on the premiser which may be come damaged or be destroyed; (b) keep said preme become damaged or be destroyed; (b) keep said preme become damaged or be destroyed; (b) keep said preme become damaged or be destroyed; (b) keep said preme become damaged or be destroyed; (b) keep said preme become damaged or be destroyed; (b) keep said preme become damaged or be destroyed; (b) keep said premeis provided to the preme said preme become damaged or be destroyed; (c) by when due any indebtedness which may be down to the preme said preme to the line between the preme said preme

11. Trustee or the holders of the note shall have the right to inspect the premises at all reason o. imes 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 move into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee by 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 omisions hereunder, deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omisions hereunder, assistance to the state of its own gross negligence or misconduct or that of the agents or employees of Trustee, an . it may require indemnities except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, an . it may require indemnities except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, an . it may require indemnities except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, an . it may require indemnities except in the state of the agents of the state of the agents or employees of Trustee, an . it may require indemnities except indemnities and the state of the state of the state of the state of the agents of the state of the agents of the state of the original trustee and it has never be executed by the persons herein designated as the makers thereof; and where the clease is requested of the original trustee and it has never be executed by the persons herein designated as the makers thereof and which conforms in substance with t

premises are situated shall be Successor in Trust. Any Successor in Irust nereunuer shall have use the tendent duto, per herein given Trustee.

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, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the releasing this trust deed, Trustee or successor shall receive for its services in for any other act or service performed under any the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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,	Identification No. 697956 CHICAGO NTLE AND TRUST COMPANY, Trustee, By Assistant Segretary Assistant Vice President
MAIL TO: HORBERG.	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE.
Dutte 200 Gurst MA	Chicago, IL 60638