

GEORGE E. COLE\* FORM No. 206  
LEGAL FORMS September, 1975

TRUST DEED (Illinois)  
For use with Note Form 1648  
(Monthly payments including interest)  
64 10: 33 (2)

27167946

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The Above Space For Recorder's Use Only

THIS INDENTURE, made July 3 19 84, between Parkwood Bank & Trust Company, as Trustee, under Trust #6836 and dated June 25, 1984 herein referred to as "Mortgagors," and Richard Pusz and Krystyna Pusz

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to

Richard Pusz and Krystyna Pusz and delivered, in and by which note Mortgagors promise to pay the principal sum of Twenty Thousand (\$20,000.00) Dollars, and interest from July 3, 1984 on the balance of principal remaining from time to time unpaid at the rate of -10- per cent per annum, such principal sum and interest to be payable in installments as follows: Four Hundred and Twenty-four and 94/100 (\$424.94) Dollars on the 3rd day of August, 19 84, and Four Hundred and Twenty-four and 94/100 Dollars on the 3rd 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 3rd day of July, 19 89; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments on paying principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of -14- per cent per annum, and all such payments being made payable at

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive present and future notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note, 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the Village of Schiller Park

COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 7 and all of Lot 6 (except the North 12 1/2 feet thereof) in Volk Brothers Fourth Addition to Schiller Park, being a Subdivision of part of Lot 6 in the Subdivision of the South West Fractional Section 15, Township 40 North, Range 12, East of the Third Principal Meridian, 14th that part of the South East Quarter of Section 16, Township 40 North, Range 12 East of the Third Principal, lying east of Wisconsin Central and Right of Way, in Cook County, Illinois.

\*\*\*RIDER #1 IS ATTACHED HERETO AND MADE A PART HEREOF\*\*\*

which, with the property hereinafter described, is referred to herein as the premises, TOGETHER with all improvements, tenements, easements, 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 rents, issue and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, door coverings, motor beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether or not attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

THIS TRUST DEED executed by PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, and in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PARKWAY BANK AND TRUST COMPANY) hereby executed, and it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said note contained shall constitute any liability on the said First Party or on said PARKWAY BANK AND TRUST COMPANY personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and the owner or owners of a judgment rendered accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the same manner and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its Assistant Cashier, and attested by its Assistant Cashier, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY As Trustee as aforesaid and not personally,

By *[Signature]* VICE-PRESIDENT-TRUST OFFICER  
Attest: *[Signature]* ASSISTANT CASHIER

STATE OF ILLINOIS SS. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Vice-President-Trust Officer of the PARKWAY BANK AND TRUST COMPANY, and Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument of their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Cashier then and there acknowledged that said Assistant Cashier, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Cashier's own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

11 JUL 84 10: 33

Given under my hand and Notarial Seal this 30th day of June, 19 84  
*[Signature]* 27167946

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE FORWARDED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD. \* The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_ Trustee

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

(Seal)

(Seal)

(Seal)

(Seal)

State of Illinois, County of \_\_\_\_\_ ss., I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

IMPRESS  
SEAL  
HERE

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as 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 official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ Commission expires \_\_\_\_\_ 19\_\_\_\_ Notary Public

This instrument was prepared by Jan L. Broniarczyk 5427 South Kedzie Chicago, Illinois

(NAME AND ADDRESS)

NAME EDWARD M. LUPA  
ATTORNEY AT LAW  
MAIL TO: ADDRESS 5423 S. KEDZIE  
CITY AND CHICAGO, IL 60632  
STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

ADDRESS OF PROPERTY:  
1154 Old River Road  
Schiller Park, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

OR RECORDER'S OFFICE BOX NO. #755367

(Name) Same  
(Address)

DOCUMENT NUMBER

27167916

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 building 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 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 now or at any time in process of erection upon said premises; (6) 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.

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, and shall, upon written request, furnish to Trustee or to holders of the note 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 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 mortgage clause 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 renewal 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 herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on or encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized for any tax sale or forfeiture affecting said premises or contest any tax or assessment, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be construed as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

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, 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 pay each lien of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or a 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 hereby 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 Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, appraisers' fees, appraisers' charges for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar titles and assurances, with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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, including all items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust 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, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the full value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the intervention of 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 the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become 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 sale 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 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, nor be liable for any omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may acquire 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 satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never 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 and 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, 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 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.

IMPORTANT

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. - 4154 -

Trustee

27167946

RIDER #1  
ATTACHED TO TRUST DEED AND INSTALLMENT NOTE

1. This Rider is attached to and made part of a certain Installment Note and Trust Deed between Parkwood Bank and Trust Company, as Trustee, under Trust # 6836 and dated June 25, 1984 for the property described as follows:

Lot 7 and all of Lot 6 (except the North 12 1/2 feet thereof) in Volk Brothers Fourth Addition to Schiller Park, being a Subdivision of part of Lot 6 in the Subdivision of the South West Fractional Section 15, Township 40 North, Range 12 East of the Third Principal Meridian, also that part of the South East Quarter of Section 16, Township 40 North, Range 12 East of the Third Principal Meridian, lying East of Wisconsin Central and Right of Way in Cook County, Illinois.

2. All payments required hereunder shall be made to Richard Pusz and Krystyna Pusz c/o 1st National Bank of Schiller Park account No. 92772-6, 4159 Old River Road, Schiller Park, Illinois or at such other place as the legal holder of the Installment Note may from time to time in writing appoint.

3. The mortgagors, the Parkwood Bank & Trust Company, as Trustee, under Trust #6836 Dated June 25, 1984, and the Beneficiaries thereof as of June 25, 1984 hereby agree that the outstanding existing indebtedness shall be immediately due and owing upon the sale, transfer or conveyance of the above mentioned property and shall also become due and owing upon the transfer or assignment of the beneficial interest of said trust.

4. All payments required hereunder shall be due as of the 3rd day of the month but shall not be considered to be late until the 10th day of the month.

27167946

PARKWAY BANK & TRUST CO.

# TRUST UNDER 6836  
By *[Signature]*  
ASST. CASHIER - TRUST OFFICER

This Agreement is signed by Parkway Bank & Trust Co., not in its fully but solely as Trustee under a certain Trust Agreement known as Trust No. 6836. Said Trust Agreement is hereby made a part hereof and any terms, covenants and conditions which may be made in the agreement of this Agreement shall be deemed to apply to any trust property which has been or hereinafter may be placed in trust and shall be equally applicable to the portion hereof of the terms and covenants of the agreement and the validity or nullity of the sale or assignment of the above mentioned property shall be deemed to be hereby expressly waived by Parkway Bank & Trust Co. in favor of the parties named herein and their respective successors and assigns.

END OF RECORDED DOCUMENT