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27269093

49-39759

TRUST DEED - FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Chester L. Swiatkowski and Stanley P. Swiatkowski and Edwin R. Swiatkowski and Cynthia V. Swiatkowski and Robert Madriaga as joint tenants

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Seventy one hundred ten and 72/100 Dollars in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA, Trustee

of the City of Chicago County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of Chicago County of Cook and State of Illinois, to-wit: Lot 54 in Block 41 in Sheffield's Addition to Chicago in the South West Quarter of the North East Quarter of Section 31, Township 40 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Chester L. Swiatkowski and Stanley P. Swiatkowski and Edwin R. Swiatkowski and Cynthia V. Swiatkowski and Robt Madriaga as joint tenants

justly indebted upon one principal promissory note bearing even date herewith, payable to LAKE VIEW TRUST & SAVINGS BANK

payable in 48 successive monthly installments each of \$48.14 due MONTHLY on the note commencing on the 27 day of OCTOBER 1974, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) To pay prior to the first day of due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that have been destroyed or damaged; (4) That waste to said premises shall not be committed or suffered; (5) To keep all buildings now or at any time on said premises insured in companies to be selected by the grantor herein, who in having no second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, and pay all prior incumbrances and the interest thereon from time to time and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest, from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest thereon, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

In the event of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then Thomas F. Bussey of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 08 day of SEPTEMBER A. D. 1974

Robert Swiatkowski (SEAL)
Stanley P. Swiatkowski (SEAL)
Edwin R. Swiatkowski (SEAL)
Cynthia V. Swiatkowski (SEAL)
Robert Madriaga (SEAL)

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State of Illinois }
County of Cook } 55.

I, Stuart R. Krusian SEP 27 1984 939635 • 27269093 • A — Rec 10.00

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Chester L. Swiatkowski and Stanley P. Swiatkowski and Edwin R. Swiatkowski and Cynthia V. Swiatkowski and Robt. Madriaga as joint tenants personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 Notarial Seal, this 09 day of SEPTEMBER, A. D. 19 84 Stuart R. Krusian
Notary Public.

25 SEP 84 2: 06

Property of Cook County Clerk's Office

Box No. 146

Trust deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

FIRST MERIDIAN BROS

Lakeview Trust & Savings Bank
3201 N. Ashland
Chicago, Ill. 60657
312/525-2180

27269093

10.00

END OF RECORDED DOCUMENT