## OPY | BALCHNICH

GEORGE E. COLE		FORMNO.206	I	
LEGAL FORMS	TRUST DEED (ILLINOIS)	<b>₩</b> ₽₽₽₽₽	YTY, ILLINOIS	
(M	For Use With Note Form 1448 onthly Payments Including Interest)	¿ FILED F	en record	
CAUTEO	V. Consult a lawfull holing using as action under the form	1984 OCT	9 AM !1: 10	27285503
All warrai	N: Consult a lawyer before using or acting under this form thes, including merchantability and filmess, are excluded	i . 1	1	
	01	- 7 ··· 04		
THIS INDENTURE, made		21 3 1904.,		27 205
between David S	. Pawlak			27 285 503
9250_So (NO. AND ST	uth 49th Court, Oak Lawn REET) (CITY)	1L_60453 (STATE)		
harm referred to as "Mort	gagors," and			140
Oak_Lan	m_National_Bank			00
9400 Sc	outh Cicero, Oak Lawn, IL	60453		110
herein reterted to se "Trus	fREET) (CITY) stee," witnesseth: That Whereas Mortgagor cipal promissory note, tetmed "Installmen"	(STATE) rs are justly indebted	The Above Sp	ace For Recorder's Use Only
to the legal hot, er of a print herewith, exc. uted by Mor	cipal promissory note, termed "Installment tgagors, made payable to Bearer and delica	t Note," of even date gred, in and by which		
	tgagors, made payable to Bearer and delive o pay the principal sum of Eleven_T			14.7E
	October 3, 1984 on the b sum a d interest to be payable in installmen			
	November 19.84 and T			
the 5th day of each	h an , every month thereafter until said not	e is fully paid, except th	at the final payment of princ	apal and interest, if not sooner paid.
shall be due on the 51 to accrued and unnaid inte	th. day of, 19.89 all- rest on the copaid priscipal balance and the	such payments on accor remainder to princinal	ant of the indebtedness evide the portion of each of said is	enced by said note to be applied first istallments constituting principal, to
the extent not paid when o	lue, to bear in terest after the date for paying	nent thereof, at the rate	of 16.75 per cem per a	mnum, and all such payments being
made payable at9400 holder of the note may to	South Cice to, Oak Lawn,	t L 60453 ite further provides the	t at the election of the level he	or at such other place as the legal older thereof and without notice, the
principal sum remaining u	om time to time, in witting appoint, which no appaid thereon, together will accused intere-	st thereon, shall becom	te at once due and payable,	at the place of payment aforesaid, in
and continue for three day	he payment, when due, of my in-ally ent of sin the performance of any consequence of any	t contained in this Trust	Deed (in which event election	on may be made at any time after the
protest.	ys, without notice), and that all parties the			
NOW THEREFORE above mentioned note and	, to secure the payment of the said principal of this Trust Deed, and the performance of	anto, honey and inter the cove ants and agree	est in accordance with the te ements herein contained, by	rms, provisions and limitations of the the Mortgagors to be performed, and
also in consideration of the WARRANT unto the To	of this Trust Deed, and the performance of the sum of One Dollar in hand paid, the to istee, its or his successors and assigns, the	ceipt whereof is hereby following described D.	acknowledged, Mortgagors	by these presents CONVEY AND
situate. lying and being in	theVillage of Oak 1	awnC )UNITY (		AND STATE OF ILLINOIS, to wit:
	ard A. Polek's Subdivision of the South East Quarter			
	Township 37 North, Range			
	is, except that part of I			
	istrator's Division of th			
	f the North East Quarter		. wnshin 🛂 Noi	
the Third Prin	cipal Meridian, lying So	utherly of a	straight line lra	wn from a point in the
the Third Prin East line of s point in the W	cipal Meridian, lying Son aid Lot 20, distant 12.4 est line of said Lot 20,	utherly of a : feet North o	straight line lra f the South East	wn from a point in the corner thereof, to a
the Third Prin East line of s point in the W thereof, in Co	cipal Meridian, lying Sor aid Lot 20, distant 12.4 est line of said Lot 20, ok County, Illinois	feet North of distant 2.2	straight line lra f the South East	wn from a point in the corner thereof, to a
the Third Prin East line of s point in the W thereof, in Co	cipal Meridian, lying Son aid Lot 20, distant 12.4 est line of said Lot 20, ook County, Illinois	feet North or distant 2.2	straight line lra f the South East feet North of line	awn from a point in the corner thereof, to a e South West Corner
the Third Prin East line of s point in the W thereof, in Co which, with the property TOGETHER with a	cipal Meridian, lying Sot aid Lot 20, distant 12.4 lest line of said Lot 20, lok County, Illinois herematter described, is reterred to herein. Limprosements, tenements, assements, an	atherly of a sefect North of distant 2.2 seasthe "premises," dappurenances thereto	straight ine kraft the South East feet North of in	awn from a point in the corner thereof, to a e South West Corner
the Third Print East line of spoint in the Withereof, in Cowhich, with the property TOGITHER with a during all such times as Viscondarily), and all fitte and air conditioning (what wannes, storm doors and	cipal Meridian, lying Sot aid Lot 20, distant 12.4 est line of said Lot 20, ok County, Illinois herematter described, is reterred to herein. Illimptox ements, tenement, saements, an lortgagors may be entitled thereto (which tree, apparatus, equipment or articles now ether single must or centrally controlled,) windows, floor owerings, inador beek, st	atherly of a sefect North of distant 2.2 state "premises," dappurtenances theretoents, issues and profits or hereafter therein or t and ventilation, incha oves and water heares.	straight line tra f the Soi th East feet North of line obelonging, and all tents, as are pledged primarily and or hereon used to supply least, ing (without restricting the la All of the foregoing are de-	nwn from a point in the corner thereof, to a good some sound of the corner and the corner sound of the cor
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A BAU CONDITION

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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 mechanics lines or liens for liens to eliastings for lien not expressly subordinate 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: (3) 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 altertations 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 receips therefor. To prevent default hereander 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 holderor to the note 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 holders of the note, and in case of insurance about to expire, shall deliver renewal policies to the standard to expire, shall deliver renewal policies.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinhefore required of Mortgagots 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 lies or other prior iten the or least heterof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therevith, including reasonable automys? (see, and any other more) advanced by Trustee or the solders of the note to protect the mortgaged premises and the lies hereof, plus reasonable compensation to Trustee for each matter concerning a yastee, and the result in the particular to the particular t
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do acc. of a to any bill, statement or estimate procurred from the apprepriate public office without inquiry into the accuracy of such bill, state—or actimate or into the validity of any tax, assessment, safe, forfeture, tax file not ritle or claim thereof.
- 6. Mortr gots hall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the host according to the terms hereof. At the election of the host according to the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, "the shall be principal not or in this Trust Deed to the contrary, become due and payable whealth shall occur in payment of principal or inter st, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein containing.
- herein contained.

  7. When the indebts ness her, by secured shall become due whether by the terms of the not described on page one or by acceleration or otherwise, holders of the n.i. et 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 enforceme.

  7. In the decree for sale 1 says additional indebtedness in the decree for sale 1 says additional indebtedness in the decree for sale 1 says additional indebtedness in the decree for sale 1 says additional indebtedness in the decree for sale 1 says additional indebtedness in the decree for sale 1 says and sale 1 says additional indebtedness in the decree for sale 1 says and sale 1 sale 1
- 8. The proceeds of any foreclosure sale of the premises hall 1: distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, 1: and 1: all such items as a re-mentioned in the preceding paragraph hereof; seeind, all other items which under the terms hereof constitute secures' indeb' these additional to that evidenced by note host hereby secured, with interest thereon as herein provided; third, all principal and interest, 1: may any any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- nerest ineroid as therein produce; find, an principal and interest; "and any impair, rount, any overpus to storing gover, men nears, segar representatives or assigns as their rights may appear.

  9. Upon or at any time after the filing of a complaint to foreclose this Tr. 4D. d. the Court in which such complaint is filed may appoint a receiver of Mortgagers at the time of application for such receiver and without regard to the involvency or insolvency of Mortgagers at the time of application for such receiver and without regard to the 'en 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 rese, Such receiver, such labe proper to collect the rensistives and profits of said premises during the pendency of such foreclosure suit ar., in case of a sale and a deficiency, during the full statutory period for redemption, whether three he redemption or not, as well as during any further time. Mortgagers, except for the intervention of such receiver, would be entitled to collect such rent, issues and profits, and all other powers nich ms. be necessary or are usual in such cases for the protection, possession, courtof, management and operation of the premises during the vide of such period government. 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 '(1) Th. indebtedness secured bereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be use of a such each selection.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof sha. he. . . ojer 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 time and access thereto shall be permitted for that purpose.
- 12. Trustee has no dity to examine the title, location, existence, or condition of the premises, nor shall Truste to obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable to at y acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and or not require indemnities satisfactory to him before exercising any power herein given.
- 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 everence 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 requestion of any persons who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that a strength on the properties of the principal note and which the principal note and which a principal note of the principal note and which are executed by a prior trustee hereander or which tenders in substance with the description herein contained of the principal note and which are executed as certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine princip in note herein described any now which may be presented and which conforms in substance with the description herein contained of the princip in note herein described any none which may be presented and which conforms in substance with the description herein contained of the princip in 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 heen 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 vituated 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 exceuted the principal note, or this tast Deed.

The Installment Note mentioned in the within Trust Deed has been IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND Identified herewith under Identification No. ... LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

END OF RECORDED DUCUMENT