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THIS INDENTURE, made May 25 1985

between Marian Gedlek and Janina Gedlek, his wife

5118 S. Hermitage Chicago, IL 60609  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and Stephen J. Matelski

1741 W. 47th St. Chicago, IL 60609  
(NO AND STREET) (CITY) (STATE)

11.00

The Above Space For Recorder's Use Only

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 1985 and delivered, in and by which note Mortgagors promise to pay the principal sum of Twenty thousand and 00/100 (\$20,000.00) Matelski, his wife, as JT. Dollars, an interest from May 25, 1985 or date of said instrument on the balance of principal remaining from time to time unpaid at the rate of 12 per cent per annum, such principal sum and interest to be payable in installments as follows: Two Hundred Eighty-Seven and 00/100 (\$287.00) Dollars on the 1st day of July 1985, and Two Hundred Eighty-Seven (\$287.00) or more Dollars on the 1st 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 1st day of July 1995. 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 constituting principal, to the extent not paid when due, to bear interest after the date of payment thereof, at the rate of highest prevailing rate in Illinois at time of default, plus a penalty of \$5.00 if paid on or after the 5th day of the month made payable at off. of S. J. Matelski, 1741 W. 47th St., Chicago, IL 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 presentment for payment, 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 and 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, said 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 29 (EXCEPT THE SOUTH 28 FEET) AND ALL OF LOT 30 IN BLOCK 1 IN THOMAS S. MC KINNEY'S ADDITION TO WEST ENGLEWOOD SAID ADDITION BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS - PERMANENT INDEX NO. 19-13-104-039 - COMMONLY KNOWN AS: 5554 S. RICHMOND, CHICAGO, IL 60629

THIS MORTGAGE IS EXPRESSLY MADE TO THE PRESENT GRANTORS ONLY, AND IN THE EVENT OF SALE OF SAID PREMISES, OR ANY CONVEYANCE WHATSOEVER, THIS MORTGAGE SHALL BECOME DUE AND PAYABLE IMMEDIATELY ON DEMAND.

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, issues and profits are pleased 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 limiting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, in-lot beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically 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.

The name of a record owner is: Marian Gedlek and Janina Gedlek, his wife

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.

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

Marian Gedlek (Seal) Janina Gedlek (Seal)  
Marian Gedlek (Seal) Janina Gedlek (Seal)

State of Illinois, County of Cook I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Marian Gedlek and Janina Gedlek, his wife

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 official seal, this 30th day of May 1985  
Commission expires 2-19-89

This instrument was prepared by S. J. Matelski, 1741 W. 47th St., Chicago, IL 60609 Notary Public

Maid this instrument to R. S. Matelski and S. J. Matelski, 1741 W. 47th St. Chicago Illinois 60609  
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. 333

HV

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