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GEORGE E. COLE
LEGAL FORMS

TRUST DEED (ILLINOIS)
For Use With Note Form 1448
(Monthly Payments Including Interest)

FORM NO. 206
April 1980

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CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE, made July 27, 1985,
between Edward F. Bogacki & Helen M. Bogacki, 5682
his wife

6041 S. McVicker Chicago, Illinois
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and Maywood Proviso State Bank

411 W. Madison St. Maywood, Illinois
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the holder of a principal promissory note, termed "Installment Note," of even date hereon, executed by Mortgagors, made payable to bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of Twenty-two thousand six hundred twenty-seven and 50/100 Dollars, and interest from July 27, 1985 on the balance of principal remaining from time to time unpaid at the rate of 13.00 percent per annum, such principal sum and interest to be payable in installments as follows: Five hundred thirty eight and 75/100 Dollars on the 5th day of September, 1985, and Five hundred thirty eight and 75/100 Dollars on the 5th 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 5th day of February, 1989; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest, then to 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 for payment thereof, at the rate of 16 percent per annum, and all such payments being made payable at 411 W. Madison St. Maywood, Illinois 60153 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, 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 27 in Block 1 in Central Addition to Clearing, being a Subdivision of the South three quarters of the East half of the South West quarter of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.*

Permanent Tax #19-17-316-014.

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 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, floor coverings, inador 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 mortgage 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.

The name of a record owner is Edward F. Bogacki & Helen M. Bogacki, 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)

EDWARD F. BOGACKI

HELEN M. BOGACKI

State of Illinois, County of

COOK

in the State aforesaid, DO HEREBY CERTIFY that

I, the undersigned, a Notary Public in and for said County

his wife

Edward F. Bogacki and Mildred M. Bogacki,

IMPRESS
SEAL
HERE

personally known to me to be the same person as whose name is 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 27th day of July

Commission expires August 19 1987

19 85

This instrument was prepared by Clay Belongia, 411 W. Madison St. Maywood, Ill. 60153

Mortgage instrument to Maywood Proviso State Bank
411 W. Madison Street Maywood, Illinois 60153

OR RECORDER'S OFFICE BOX NO. 3

85139314

The Above Space For Recorder's Use Only

97:2 29 07 8

85-139314

1. Երկու խմբերի միջև կ'ընթանա մի քանի փուլերից բաղկացած մրցույթ՝ որտեղ յուրաքանչյուր խումբը կ'աշխատի իր օգուտը հասնելու համար։

5. The Trustees or the holders of the notes 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 agency without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, levy, forfeiture, tax lien or title or claim thereon.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, including anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days, in the performance of any other agreement of the Mortgagor or its successors.

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 such items as are mentioned in the preceding paragraph hereto, secondly, all other items which under the terms of the contract constitute secured indebtedness, additional to that evidenced by the note hereto secured, with priority as herein provided; third, all principal and interest remaining to be paid; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns as their rights may appear.

11. 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 available to the party interposing same in an action at law upon the note hereby secured.

Հայաստանի Հանրապետության Կոնստիտուցիոնալ դատարանի կողմից 2017 թվականի օգոստոսի 1-ին օրվա ընթացքում քննարկված և քննարկվող հարցերի և խնդիրների ցանկում ներկայացված հարցերի և խնդիրների լուծման արդյունքները հետևյալն են:

IMPORTANT
THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE 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. _____

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

IMPORTANT