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85180419

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TRUST DEED (Illinois)
For use with Note Form 1-548
(Bearing payments in advance interest)

SEP-9-85 33561 • 85180419 • A — Rec 11.00

The Above Space For Recorder's Use Only

THIS INDENTURE, made July 9

1984

between Dana Balark and Deborah Balark, his wife
Colonial Bank and Trust Company of Chicago

herein referred to as "Mortgagors" and

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 Bearer:

and delivered, in and by which note Mortgagors promise to pay the principal sum of

two thousand nine hundred and 00/100ths Dollars, and interest fromon the balance of principal remaining from time to time unpaid at the rate of 24.68 per cent per annum, such principal sum and interestto be payable in installments as follows: eighty-four and 58/100ths Dollarson the 30th day of August, 1984, and eighty-four and 58/100ths Dollarson the 30th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if notsooner paid, shall be due on the 30th day of July, 1989; 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

per cent per annum, and all such payments being made payable at 5850 W. Belmont Chicago, IL 60634

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 presentation 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 her successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the

COUNTY OF Cook

AND STATE OF ILLINOIS, to wit:

Lot thirty-nine (39) in Block three (3) in Thomas J. Diven's Subdivision of the West half of the South West quarter of the South West quarter and the East half of the North West quarter of the South West quarter of Section two (2), Township thirty-nine (39) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

P/I/N 16-02-311-COB *att*

RE ET 58 625 6

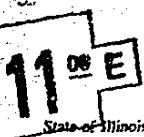
which, with the property hereinafter described, is referred to herein as the "premises."

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 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, indoor beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premise, 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 her 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.



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

Deborah Balark (Seal) *Dana Balark* (Seal)

Deborah Balark

(Seal)

(Seal)

State of Illinois, County of Cook

IMPRINT
SEAL
HERE

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

in the State aforesaid, DO HEREBY CERTIFY that

*Deborah Balark and Dana Balark*personally known to me to be the same person, whose name is *Deborah Balark*,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *Deborah Balark* signed, sealed and delivered the said instrument as *Deborah Balark*,
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
Commission expires November 3, 1986.

25

day of

July

1984

Notary Public

The instrument was prepared by

Karen S. Dubinski

(NAME AND ADDRESS)

NAME Colonial Bank and Trust

MAIL TO:

ADDRESS 5850 W. BelmontCITY AND STATE Chicago, IL ZIP CODE 60634ADDRESS OF PROPERTY:
1027 N. Springfield
Chicago, IllinoisTHE ABOVE ADDRESS IS FOR STATISTICAL
PURPOSES ONLY AND IS NOT A PART OF THIS
TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

Dana & Deborah Balark

(Name)

OR RECORDER'S OFFICE BOX NO.

(Address)

DOCUMENT NUMBER
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The parallelism quote mentioned in the written form has been

1

RECORDS FOR THE TRUSTEE. BEFORE THE
TRUSTEE IS HELD LIABLE FOR RECORDS
HE SHOULD SEE IDENTIFIED BY THIS TRUST
RENDERED. THE NOTE SECURED BY THIS TRUST
SHOULD BE IDENTIFIED BY THE TRUSTEE.

11. Finance may resign by instrument in writing filed in the office of the Register of Titles in which the instrument shall have been recorded or filed, in case of the death, suspension, inability or removal of the Register of Titles in which the instrument shall have been recorded or filed.

12. Finance may resign by instrument in writing filed in the office of the Register of Titles in which the instrument shall have been recorded or filed in case of the death, suspension, inability or removal of the Register of Titles in which the instrument shall have been recorded or filed.

13. Finance may resign by instrument in writing filed in the office of the Register of Titles in which the instrument shall have been recorded or filed in case of the death, suspension, inability or removal of the Register of Titles in which the instrument shall have been recorded or filed.

14. Finance may resign by instrument in writing filed in the office of the Register of Titles in which the instrument shall have been recorded or filed in case of the death, suspension, inability or removal of the Register of Titles in which the instrument shall have been recorded or filed.

15. This Trust Deed and all previous recitals, when used herein shall merge all such previous and all previous documents and all previous grants, transfers and all previous claimings under or in any part of this Trust Deed.

his First Descent into the Southern Hemisphere, he intended to visit the Cape of Good Hope, and to proceed thence to the South Pacific Ocean, and thence to the South American coast.

11. The trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be granted for that purpose.

9. Upon or at any time after the filing of a complaint to enforce it, I will deposit the Computer in which such complaint is filed with my attorney or
representative for the time of application for service of suit, and will retain possession of the Computer until the time of trial, unless otherwise ordered by the court.
I understand that the Computer will be held in my attorney's office during the pendency of the action, and that my attorney will be responsible for its
safekeeping and return to me as soon as possible after the trial has ended.

At the discretion of the holder of the particular note, and without notice to the payee, the principal and interest, and any other acceleration in the terms hereinafter set forth in this instrument, shall be paid in lump sum or in installments, at such times and in such amounts as the holder may designate, and the holder may require payment of all or any part of the principal or interest, or in case default shall occur and continue for three days, in the performance of any other agreement of the payee.

as a water of any right according to whom an account of any such deposit shall be rendered on the part of depositors.

4. In case of default by either party, the other party may suspend or terminate all or part of its obligations under the contract until such time as the defaulting party has remedied the default.

police patrols in the neighborhood, in case of fire or damage to each police, and other rewards given to the neighbors who help to keep the neighborhood safe.

3. Budgetary and financial rules provide for the maximum amount of money that can be spent on each category of expenditure. In this manner, providers are encouraged to make the best use of available resources.

the previous sentence is to indicate that the legislature has the power to make no material alterations in said premises except as required by law or municipal ordinances with respect to any part of the premises.

outcomes of our improvements in favor of the limited set of other income which may become available to us in the future.

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS TRUST AGREEMENT WHICH FORM A PART OF THE TRUST DEED WHICH THIS BEGINS.