12.43....

1	The Above Space For Recorder's Use Only
THIS INDENTURE, made OCTOBERand	6 1986 hetween - Mathew K. Szygowski de Patricia R. Szygowski, his wife - herein referred to as "Mortgagors," and Lee P. Gubbins
herein referred to as "Trustee," witnesseth: That, termed "Installment Note," of even date herewith,	Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, executed by Mortgagors, made payable to Bearer
to be payable in installments as follows:—— INTI on the 18t- day of November - 19 80 on the 18t- day of each and every month there sooner paid, shall be due on the 18t- day of by said note to be applied first to accrued and unprof said installments constituting principal, to the e-11,50- per cent per anyum, and all such payments	Dollars, and interest from —date of disbursement— time unpaid at the rate of —9.50 — per cent per annum, such principal sum and interest EREST ONLY PAYABLE MONTHLY — Dollars 6., and—interest only payable monthly — Dollars reafter until said note is fully paid, except that the final payment of principal and interest, if not—Octobor ———————————————————————————————————
at the election of the legal holder thereof and without become at once due and payable, at the place of payme or interest in accordance with the terms thereof or in contained in this Trust Deed (maying) hevent election parties thereto severally waive these timent for paying	ent aforesaid, in case default shall occur in the payment, when due, of any installment of principal is case default shall occur and continue for three days in the performance of any other agreement in may be made at any time after the expiration of said three days, without notice), and that all ment, notice of dishonor, protest and notice of protest.
NOW THEREFORE, to secure the payment of limitations of the above mentioned uste and of the Mortgagors to be performed, and also in considera Mortgagors by these presents CONVEY and WARR and all of their estate right, title and men is there	f the said principal sum of money and interest in accordance with the terms, provisions and is Trust Deed, and the performance of the covenants and agreements herein contained, by the ation of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged. RANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and stituate, lying and being in the
16 OCT 86 113 2	DUNTY OF COOK AND STATE OF ILLINOIS, to with
so long and during all such times as Mortgagors masaid real estate and not secondarily), and all fixture gas, water, light, power, refrigeration and air conditions of the foregoing, screens, window shades, awn of the foregoing are declared and agreed to be a parall buildings and additions and all similar or other cessors or assigns shall be part of the mortgaged pre TO HAVE AND TO HOLD the premises unto and trusts herein set forth, free from all rights and said rights and benefits Mortgagors do hereby expressions.	is, easements, and appartunates thereto detonging, and an felial issues and profits are pledged primarily and on a parity with extrapparatus, equipment or ricles now or hereafter therein or thereon used to supply heat, litioning (whether single units it controlly controlled), and ventilation, including (without renings, storm doors and windows fit or coverings, inador beds, stoves and water heaters. All art of the mortgaged premises whether physically attached thereto or not, and it is agreed that apparatus, equipment or articles nereafte, placed in the premises by Mortgagors or their successives. Trustee, its or his successors and as igns, forever, for the purposes, and upon the uses benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which ressly release and waive. Therefore and waive, overnants, conditions and provisions appearing on case 2 (the reverse side of this Trust Deed) made a part hereof the same as though they were here set out in full and shall be binding on
1	the Rypord Plane R Sayweether &
PRINT OR PRINT OR TYPE NAME(S) BELOW	ew K. Szygovski Patricia I. Szygovski Patricia I.
SIGNATURE(S)	(Scal) (Seal)
State of Illinois, County of Cook	in the State aforesaid, DO HEREBY CERTIFY that Mathew K. Szygowski & Patricia R. Szygowski, his wife
IMPRESS SEAL HERE	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 and ent official seal, this Commission expires	6th Ogroder 1986
L. RUBIN A1.3 WEST TOURY AVE. A1.4 STORY AVE. A1.5 STORY AVE. NAME BANK OF LINCOLNY	ADDRESS OF PROPERTY: 925 Huber Glenview, I1. 60025 COUNTY OF THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS INVESTIGATION OF THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS INVESTIGATION OF THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS INVESTIGATION OF THE ABOVE ADDRESS ON A PART OF THE ABOVE ADDRESS ON A
MAIL 4433 WEST TOUHY ADDRESS INCOLNWOOD, ILLIE	SEND SUBSECUENT TAX BILLS TO:
CITY AND STATE	ZIP CODE (Name) 200

- 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 mechanic's liens or liens in favor of the United States or other liens or claims for tien not expressly subordinated 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 satisfactors 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 alterations 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 nate.
- 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 receipts therefor. To prevent default hereunder 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 holders of the note, under 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, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 lien or other prior lien or title or claim thereof, 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 therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, Inaction of Trustee or holders of the note shall never be considered as a valve of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, takement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into 11,5 of Ality of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay tack item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding 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 defaule shall occur and continue for three days in the performance of any other agreement of the Mortgagora herein contained.
- 7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note 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 enforcement of a mortgage drof in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlay, for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or no evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In additional indebtedness secured hereby and mn ediately due and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and mn ediately due and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and mn ediately due and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and mn ediately due and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and mn ediately due and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and mn ediately due and expenses of the nature in this paragraph mentioned in the premises of the note may be h
- 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 and such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtt do as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining of pa d; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Died, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then 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 receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in cash of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which have be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of aid period. 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 of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or been me superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale: (2) the deficiency in case of a sale and or ficiency.
- 10. 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 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 times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trust e to obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor he liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities 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 evidence 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 request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of 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

been 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 situated 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 he binding upon Mortgagors and all persons claiming under or (hrough 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 executed the principal note, or this Trust Deed.

The Installment Note mentioned

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LEMDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST BEED IS FILED FOR RECORD. Form \$02 Bank of Lincolnwood 1m r

in the within Trust Deed has been identified herewith under ceke

86480808

UNOFFICIAL COPY

11 18

AND MADE A FARE THE

PARCEL 1: THAT PART OF THE NORTH 660 FEET OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: TO WIT: COMMENCING AT A POINT 33 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF SAID 1/4 1/4 1/4 SECTION AND 240.90 FEET SOUTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 33; THENCE SOUTH & DEGREES DO MINUTES EAST ALONG A LINE DRAWN PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF SAID 1/4 1/4 SECTION, A DISTANCE OF 213.40 FEET; THENCE SOUTH 89 DEGREES OF MINUTES EAST, 68.45 FEET; THENCE SOUTH 0 DEGREES OF MINUTES EAST 10.00 FEET; THENCE SOUTH 89 DEGREES OF MINUTES EAST 42.00 FEET; THENCE NORTH 0 DE-GREES GO MINUTES EAST 4.50 FEET; THENCE SOUTH 89 DEGREES OF MINUTES EAST 88. FEET; THENCE NORTH O DEGREES 22 MINUTES WEST, 86.04 FEET; THENCE SOUTH 89 DE GREES DD MINUTES EAST 98.64 FEET; TO EAST LINE OF EAST 1/2 OF SAID 1/4 1/4 : SECTION; THENCE NORTH O DEGREES OF MINUTES EAST ALONG THE AFORESAID EAST LIN 138.91 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES WEST, 297.05 FEET TO THE PO! OF BEGINNING; TAX 1.D. #04-33-401-063 .

ALSO

86480808

A) CEL 2: THAT PART OF THE NORTH 660.0 FEET OF THE BAST 1/2 OF THE NORTH WEST 1/4 OF THE MORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 33,

TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN JOINDED BY A LINE DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE 1/4 1/4 SECTION WHICH 1) 379.81 FEET SOUTH OF THE NORTH LINE OF THE SAID BOUTH EAST 1,4 SECTION, THENCE SOUTH 0 DEGREES 00 MINUTES EAST ALONG SAID EAST 1,77 280.19 FEET, THENCE SOUTH 89 DEGREES 38 MINUTES WEST ALONG A LINE DRAWN PARALLEL TO AND 660.00 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTH EAST 1/4 SECTION 297.05 FEET TO THE EAST LINE OF MUPTER LANE, THENCE NORTH O DEGREES OD MINUTES EAST ALONG THE EAST LINE OF HUBER LANE 25.70 FEET; THENCE SOUTH 89 DEGREE OF MINUTES EAST 65 45 FEET; THENCE SOUTH D DEGREES OF MINUTES EAST 10.0 FEET; THENCE SOUTH 49 DEGREES DO MINUTES RAST 42.0 FEET; THENCE 10.0 FEET; THENCE SOUTH 39 DEGREES DO MINUTES EAST 42.0 FEET; THENCE NORTH 0 DEGREES 00 MINUTES EAST 4.50 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES EAST 88.53 FEET; THENCE NORTH 0 DEGREES 22 MINUTES WEST 86.04 FEET; THENCE SOUTH 39 DEGREES DD MINUTES EAST 98.64 FEET TO THE PLACE OF REGINNING, (EXIST) THE SOUTH 180.0 FEET THEREOF) AND ALSO (EXCEPT THAT PART THEREOF, MICH FALLS WITHIN THE FOLLOWING DESCRIBED REAL ESTATE, THAT PART OF THE NORTH 650.0 FEET OF THE EAST 1/2 UP THE NORTH MIST 1/4 OF THE ADOLUTE EAST OF THE THIRD 1/4 OF SECTION 33, TOWNSHIP 42 MORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT A POINT 33.0 FEET EAST OF THE WEST LINE OF THE SAID EAST 1/2 OF THE SAID 1/4 1/4 SECTION IND 240.90 FEET SOUTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SALE SECTION 33, SAID POINT BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH D DEGREES OF MINUTES EAST ALONG A LINE DRAWN PARAMEL TO AND 33.0 FEET EAST OF THE WEST LINE OF THE SAID 1/4 1/4 1/4 EFCTION, A DISTANCE OF 203.40 FEET; THENCE SOUTH 89 DEGREES OF MINUTES EAST 78.45 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES EAST 25.50 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES EAST 25.50 FEET; THENCE NORTH 0 DEGREES 00 MINUTES EAST 23.0 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES EAST 55.03 FEET; THENCE NORTH O DEGREES 22 MINUTES HEST 80.0 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES EAST 40.0 FEET; THENCE NORTH 1 DEGREE 05 MINUTES WEST 126.78 PEET, THENCE SOUTH 89 DEGREES 58 MINUTES WEST 195.87 FEET, TO THE PLACE OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS. ALSO DESCRIBED AS BEING THE NORTH 239.10 FEET OF THE SOUTH 419.1 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF HUBER LANE, IN CODE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 04-33-401-074 VOLUME: 134

(AFFECTS PARCEL 2) PERMANENT TAX NUMBER: 04-33-401-063 VOLUME: 134

(AFFECTS PARCEL 1)