



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 31, 1986, between Tadeusz Nowak and Maria Nowak, his wife,

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Thirty Eight Thousand Three Hundred Eighty Four and 20/100 (\$38,384.20) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 31, 1986 on the balance of principal remaining from time to time unpaid at the rate of 9% percent per annum in instalments (including principal and interest) as follows:

Three Hundred Eighty Nine and 49/100 (\$389.49) Dollars or more on the 1st day of May 1986, and Three Hundred Eighty Nine and 49/100 (\$389.49) Dollars or more on the 1st day of each 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 April, 2001. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 10% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Northwest National Bank in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations 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, do by these presents CONVEY and WARRANT unto the Trustee, its 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 1 in Washburns Resubdivision of Lots 27 to 30 in Block 3 in Crandall's Gladstone Park, being a Subdivision of part of the South East 1/4 South West of Milwaukee Avenue of Section 5, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No.: 13-05-427-039

Property Address: 5612 N. Marmora Ave.
Chicago, IL

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

TOGETHER with all improvements, tenements, easements, fixtures, 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 are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including, without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its 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 the 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 are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand is _____ and seal is _____ of Mortgagors the day and year first above written.

Tadeusz Nowak [SEAL] Maria Nowak [SEAL]

Tadeusz Nowak

[SEAL]

Maria Nowak

[SEAL]

STATE OF ILLINOIS,

I, Ira E. Rubin

County of Cook

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Tadeusz Nowak and Maria Nowak, his wife,

who are personally known to me to be the same person as whose name is are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of March 19 86.

SEE RIDER

Notary Public

Notarial Seal

86124674
V2912199

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RIDER TO TRUST DEED DATED MARCH
31, 1986 BETWEEN TADEUSZ NOWAK
AND MARIA NOWAK, HIS WIFE, AND
CHICAGO TITLE & TRUST COMPANY

17. In addition to making the monthly payment of principal and interest, Mortgagors shall deposit one-twelfth (1/12) of the current real estate taxes in a reserve with the Holder of the Note, to be used for the payment of the general real estate taxes assessed against the subject premises.

18. In the event the Mortgagors elect to discontinue residing in the premises or in the event they elect to sell said premises, then the balance due on said Note shall become immediately due and payable.

19. Mortgagors grant to Stephen Pasowicz, the first option to purchase the premises should the Mortgagors elect to sell said premises.

20. Mortgagors shall provide the following services to Stephen Pasowicz:

- a) Laundry services as needed by Stephen Pasowicz;
- b) Mortgagors will prepare and deliver at least one meal per day to Stephen Pasowicz;
- c) Mortgagors will clean the apartment wherein Stephen Pasowicz resides upon his request; and
- d) In general, the Mortgagors will aid and assist Stephen Pasowicz to make his life more comfortable.

21. In the event that the Mortgagors do not make the payments as heretofore stated or that they do not perform the services as hereinabove enumerated, then the Holder of this Note and Trust Deed, shall have the option of declaring the entire Note due and payable immediately.

WITNESS the hands and seals of the Mortgagors this 31st day of March, 1986.

Tadeusz Nowak
Tadeusz Nowak

Maria Nowak
Maria Nowak

Signed and sworn to before me

March 31, 1986.

Notary Public

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RECEIVED
CLERK'S OFFICE
COOK COUNTY