

UNOFFICIAL COPY

TRUST DEED

86332287

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STATE OF ILLINOIS
RECORD

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 24 19 86, between

RICHARD J. MURAWSKI AND KAREN M. MURAWSKI, 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

SEVENTY-FOUR THOUSAND FIVE HUNDRED AND XX/XX Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER KENNETH Y. WU AND JULIA C. WU, HIS WIFE

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from Jul 24, 1986 on the balance of principal remaining from time to time unpaid at the rate of 9.75 % per cent per annum in instalments (including principal and interest) as follows:

SEE RIDER ATTACHED AND MADE PART HEREOF

----- Dollars or more on the ----- day
of ----- 19 ----- and ----- Dollars or more on
the ----- day of ----- 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 ----- day of ----- 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 15.0% 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 KENNETH Y. WU AND JULIA C.
in said City, WU 52 KINGSTON DRIVE, OAK BROOK, ILLINOIS 60521

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 Oak Brook COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 144 IN EQUESTRIAN ESTATES UNIT NO. 10 BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1980 AS DOCUMENT 25653729, IN COOK COUNTY, ILLINOIS.

SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD.
SUBJECT TO EASEMENTS OF RECORD.

P. I. N. # 22-24-403-013-0000

13.00

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, inador 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 and seal of Mortgagors the day and year first above written.

Richard J. Murawski [SEAL] Karen M. Murawski [SEAL]

STATE OF ILLINOIS, I, ROBERT J. KENNEDY
County of COOK } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT RICHARD J. MURAWSKI and KAREN M. MURAWSKI
his wife

who personally known to me to be the same person 5 whose name 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.

Given under my hand and Notarial Seal this 24th day of July 1986.

Robert J. Kennedy Notary Public

Notarial Seal

PREPARED BY: R. L. SCHENCKER
1535 LAKE COOK RD. 304
NORTHBROOK, ILL. 60062

70-62-762L

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1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of monies sufficient to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby; all in compliance satisfactory to the holders of the note, under standard mortgage clause, 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 not less than ten days prior to the respective dates of expiration.

2. Mortgages 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 material alterations in said premises except as required by law or municipal ordinance.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of monies sufficient to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby; all in compliance satisfactory to the holders of the note, and upon request exhibit satisfactory evidence of such prior lien to Trustee or to holders of the note; (d) comply within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of such prior lien to Trustee or to holders of the note; (f) make no material alterations in said premises except as required by law or municipal ordinance.

4. In case of default therein, Trustee or the holders of the note 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 lien or claim thereon, or redeem from any tax sale or foreclosure said premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise the post maturity rate set forth herein, fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment authorized hereby relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or as in and to the validity of any tax, assessment, sale, 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. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of a stated installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any debt, agreement or covenant of the Mortgages hereon contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness 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, appraiser's expenses and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, as determined after entry of the decree; publication charges, publication costs and commissions (which may be estimated as to items to be expended after entry of the decree); and similar data and assumptions with respect to title as Trustee or holders of the note may deem to be reasonable and necessary either to prosecute such suit or to evidence as 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. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise the post maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of the trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest; third, as their rights may appear, all principal and third; all principal and interest remain unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after, without notice, without regard to the solvent or insolvency of Mortgages 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 case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or arise usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of: (a) The period from time to time may authorize the receiver to apply the net income (if any) hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, assessment or other lien which may be or become due or become due of such decree, provided such application is made prior to the foreclosure sale; (b) the deficiency in case of a sale and deficiency. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

10. 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.

11. Trustee has no duty to examine the title, location, existence or condition of the premises, nor to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein expressed, whether by the terms hereof, or not, for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

12. Trustee shall release this trust deed and the lien thereon 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, and a release of any person, who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing 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, the person by a prior trustee hereunder or which conforms with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, it may accept as the genuine note herein described and file and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described and file and which purports to be executed by the person herein designated as the maker thereof, which conforms with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof.

13. Trustee may assign 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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of or through Mortgages.

15. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when this instrument shall be constituted to mean "note" when more than one note is used.

16. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act," of the State of Illinois shall be applicable to this trust deed.

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

CHICAGO TITLE AND TRUST COMPANY, Trustee.

Identification No. 212700

Assistant Secretary/Assistant Vice President

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

8501 W. 86th St.

PLACE IN RECORDER'S OFFICE BOX NUMBER

MAIL TO: RICHARD L. SCHUBERT, 1535 LAKS COOK RD. - 304, NORTH BROADWAY, CHICAGO, ILL. 60642

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RIDER

RIDER ATTACHED TO AND MAKE PART OF TRUST DEED AND INSTALLMENT NOTE DATED *July 24*, 1986 FROM RICHARD J. MURAWSKI AND KAREN MURAWSKI, HIS WIFE TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE FOR MORTGAGEE.

1. The amount of Six Hundred Two Dollars and 08/100 (\$602.08) Dollars on the 1st day of *SEPTEMBER*, 1986 and the same amount on the 1st day of each month thereafter until the 1st day of March, 1987 whereof the Mortgagors shall pay to the Holder of the Note the amount necessary to reduce the principal balance then due to \$ 59500.00. Thereafter, the Mortgagors shall pay the amount of Five Hundred Eleven Dollars and 20/100 (\$511.20) Dollars commencing the 1st day of April, 1987 and the same amount on the first day of each month thereafter, except that the entire principal balance shall be due, if not sooner paid, on the 31st day of July, 1989.
2. The undersigned covenants and agrees that they will not transfer or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises to any third party, without the advance written consent of the holder of this Note, and further that in the event of any such transfer by the undersigned without the advance written consent of the holder of this Note, said holder may, in its or their sole discretion and without notice, declare the whole of the debts hereby immediately due and payable. Any assumption agreed to in writing by owner and holder shall not constitute release of mortgagor.
3. The undersigned shall have the right to prepay this indebtedness at any time, in whole without payment of any premium or penalty whatsoever.
4. Notwithstanding the aforementioned provisions, the mortgagor shall be allowed a ten day grace period on their monthly installments. If payment is not received on the tenth day of the date due, a ten (10%) percent penalty of the amount then due shall be assessed and due with said payment. Any penalty not paid shall continue to accrue till paid. The amount due shall be construed to mean the monthly payment.
5. The maker hereof agrees to pay promptly, when due, the annual real estate taxes, insurance and assessments of every kind and nature.
6. The maker hereof shall maintain in full force and effect policy of insurance with liability coverage for \$100000.00 with Mortgage clause to Chicago Title and Trust Company as Trustees for Mortgagee; the policy to provide for a minimum of ten (10) days notice to owner and holder in the event of cancellation. The original of the insurance policy and evidence of payment of premium shall be deposited with owner and holder of this

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indebtedness a minimum of twenty (20) days before the expiration of the prior policy. The first policy to be delivered upon the payout on this mortgage.

Accepted: Richard J. Murawski
Karen M. Murawski

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