

TRUST DEED

UNOFFICIAL COPY

REC'D IN - 11-2-23

87428095

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 13

19 87, between

RAYMOND A. MATYAS, MICHAEL W. MATYAS AND NANCY MATYAS

herein referred to as "Mortgagors," and
MARQUETTE NATIONAL BANK,

a national Banking Association doing business in Chicago Illinois, herein referred to as TRUSTEE, witnesseth:
 THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 THOUSAND AND NO/100----- Dollars**, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from **date of disbursement** on the balance of principal remaining from time to time unpaid at the rate of **10 per cent per annum** in installments as follows: **Three Hundred Twenty Two & 39/100----- (\$322.39)**

Dollars on the first day of September 19 87 and Three Hundred Twenty Two & 39/100-- (\$322.39)

Dollars on the first 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 first day of August, 2002. 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 ~~the same~~^{14%} per annum, until 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 MARQUETTE 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
to wit

Chicago

COUNTY OF

Cook

AND STATE OF ILLINOIS.

The South 33 feet of Lot 178 in the First Addition of Bartlett's Highlands, being a Subdivision of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.I. #19-07-420-030

H40-871

12⁰⁰

This Instrument Prepared by

Joseph L. Scheurich, Marquette National Bank, 6316 S. Western, Chicago, IL 7/13/87

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 secundarily), and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigerators (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, stoves, window shades, alarm doors and windows, floor coverings, indoor beds, awnings, cloches 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.

X *Raymond A. Matyas*
Raymond A. Matyas

(SEAL)

X *Michael W. Matyas*

(SEAL)

Michael W. Matyas

(SEAL)

X *Nancy Matyas*

(SEAL)

Nancy Matyas

the undersigned

STATE OF ILLINOIS.

County of Cook

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Raymond A. Matyas, Michael W. Matyas and Nancy Matyas

whom personally known to me to be the same persons whose names 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.

"OFFICIAL SEAL" GIVEN under my hand and Notarial Seal this

day of August, A.D. 1987
Cheryl Doyle
Notary Public

My Commission Expires 12/12/00

UNOFFICIAL COPY

RECORDED BY GENE TOLIVER

INSTRUCTIONS

10

5338 South Neevah Chicago, Illinois 60638

FOR RECORDERS INDEX PURPOSES
INDIRECT STREET ADDRESSES OF AGENTS
DESCRIBED PROPERTY HERE

THE Interim Note mentioned in the Within Trust Deed has been filed.
Signed here-with under Seal mentioned in the Within Trust Deed No. 6934
MARQUETTE NATIONAL BANK, as trustee.
by *[Signature]*
REAL ESTATE LOAN OFFICER

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE DESCRIBED
AS FOLLOWS:

18. Within respect to any deposit of funds made by the Borrower, it is agreed as follows: (a) At the time of the payment of such amounts as may be sumitted to pay such amount due, Mortgagor agrees to do
several cases with such monthly payments. In the event such payments shall not be sumitted to pay such amount due,
by the holder of the note, the holder of the note may, at its option, notwithstanding the purpose for which and the date
in the notes, be entitled to receive interest on such sum as it may be held and used exclusively, as a deposit or of the
amount of the note, for such sum as it may be held and used exclusively, as a deposit or of the note, for such sum as it
may be deposited on any such deposit, (c) Such deposit shall not be held and used exclusively, as a deposit or of the
note, for such sum as it may be held and used exclusively, as a deposit or of the note, for such sum as it may be
entitled to receive interest on such sum as it may be held and used exclusively, as a deposit or of the note, for such sum as it
may be deposited on any such deposit. It is agreed as follows: (a) At the time of the payment of funds made by the
Borrower, it is agreed as follows: (a) At the time of the payment of funds made by the Borrower, it is agreed as follows:

per thousand. The Holder of the Note may collect a late charge if extra expenses involved in handling such instrument plus interest at the rate of one percent (1%) per month for each payment more than fifteen (15) days late.

14. The system may be installed in addition to the present system of protection against lightning strikes.
15. The Trustee shall record the system in the office of the Register of Deeds in which this instrument shall have been recorded prior to the registration of the present system of protection against lightning strikes.
16. Any right or interest in the system shall be subordinate to the present system of protection against lightning strikes.
17. The Trustee shall be succeeded in title to the system by his/her successor in title to the property upon which the system is situated and shall be entitled to and be bound by the terms and conditions of this instrument.
18. This Trustee shall be succeeded in title to the system by his/her successor in title to the property upon which the system is situated and shall be entitled to and be bound by the terms and conditions of this instrument.

After better than a year's delay, the first major revision of the *Journal of Clinical Endocrinology* has been accepted for publication. The article, entitled "Growth Hormone Receptor Deficiency in a Patient with Acromegaly," was submitted by Dr. J. M. G. de Bruyne and Dr. J. C. Veldhuis from the University of Alberta, Canada. It describes a patient with acromegaly who had a normal serum IGF-I level at baseline but developed a marked increase in IGF-I levels during the course of her disease. This finding suggests that the patient may have a defect in the growth hormone receptor or its signal transduction pathway. The article is scheduled to appear in the January 1994 issue of the *Journal of Clinical Endocrinology*.

17. No section for the determination of the sum of any defence which would not be good and available to the party in respect of the rights of all reasonable times and occasions shall be permitted for the purpose.

18. The party in respect of the rights of law upon the date of any action or claim for damages or otherwise shall be entitled to have the right to sue for such a sum as may be necessary to cover the expenses of all reasonable times and occasions which would not be good and available to the party in respect of the rights of all reasonable times and occasions.

or of application for such receiver may be suspended or terminated by the telephone company to the other party to the contract of service.

9. Upon or at any time thereafter made available to the first trustee, any overplus to meet the expenses incident to the preparation and delivery of the certificate of title to the property, shall be paid to the first trustee, and the balance, if any, to the second, and so on in like manner.

8. The proceeds of any transaction shall be distributed and applied in the following order of priority: First, on account of all direct claims against the party to whom the transaction relates; second, on account of the debts of the party to whom the transaction relates; third, on account of the debts of the party to whom the transaction relates, which are due and payable, and which are not subject to any set-off or抵消; fourth, on account of the debts of the party to whom the transaction relates, which are due and payable, and which are subject to any set-off or抵消; fifth, on account of the debts of the party to whom the transaction relates, which are not due and payable, and which are not subject to any set-off or抵消; sixth, on account of the debts of the party to whom the transaction relates, which are not due and payable, and which are subject to any set-off or抵消.

6. Optimum of the hedges shall be such and intended when due account is taken of the hedge price and the value of the underlying asset or index. Both hedge prices and intended hedge prices must be determined by reference to the market price of the underlying asset or index.

7. Where the hedge price is determined by reference to the market price of the underlying asset or index, the hedge price shall become due when the underlying asset or index has reached the level of the hedge price.

on account of the default bidders and on the part of Mortgagors.

⁴ In addition to the other forms of administrative penalties, Article 10 of the Regulation provides for administrative fines.

3. Major changes shall require all buildings and improvements now or hereafter situated on said premises to pay the increased costs of maintenance and repair of such buildings and improvements as may be required to meet the demands of the public service.

monopolies, especially those that are vertically integrated, can be used to reduce the cost of production. In addition, economies of scale can be achieved by producing in large quantities. This allows companies to spread fixed costs over a larger number of units, resulting in lower unit costs.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 ARE REVERSED SIDE OF THIS TRUST DEED

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):