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MAIL TO: LAW OFFICE OF JULIAN E. KULAS  
2329 W. CHICAGO AVE.  
CHICAGO, ILLINOIS 60635

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOT SECURED BY THIS TRUST SHOULD BE INSTRUMENTED BEFORE THE TRUST AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

IDENTIFICATION No. **71932**

CHICAGO TITLE AND TRUST COMPANY

Assistant Secretary/Assistant Vice President  
*[Signature]*  
BY

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

Page 2

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

1. Mortgages shall pay before any penalty attached by general taxes, and shall pay special assessments, taxes or charges, lower service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note a list of such assessments, taxes or charges, and shall make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attached by general taxes, and shall pay special assessments, taxes or charges, lower service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note a list of such assessments, taxes or charges, and shall make no 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 of damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured, and shall keep all buildings and improvements insured against loss of damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured, and shall keep all buildings and improvements insured against loss of damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured.

4. In case of default, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the note. Trustee or the holders of the note shall be held responsible for the date of expiration of the note, and shall deliver a copy of the note, including additional copies, to the holders of the note, and shall be held responsible for the date of expiration of the note, and shall deliver a copy of the note, including additional copies, to the holders of the note.

5. The Trustee or the holders of the note hereby secured making any payment or performing any act hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the note. Trustee or the holders of the note shall be held responsible for the date of expiration of the note, and shall deliver a copy of the note, including additional copies, to the holders of the note.

6. Mortgages shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, and shall be held responsible for the date of expiration of the note, and shall deliver a copy of the note, including additional copies, to the holders of the note.

7. When the indebtedness hereby secured shall become due, the right to foreclose shall be allowed and included as additional indebtedness in the note or Trustee shall have the right to foreclose the lien hereof. In any still to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the note or Trustee shall have the right to foreclose the lien hereof. In any still to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the note or Trustee shall have the right to foreclose the lien hereof.

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 thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or 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, or such appointment may be made either before or after the filing of the bill to foreclose. The receiver shall be held responsible for the date of expiration of the note, and shall deliver a copy of the note, including additional copies, to the holders of the note.

10. 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 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 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, or to inquire into the validity of the signatures or of the identity, capacity, or authority of the signatories on the note or Trust Deed, nor shall Trustee be obliged to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, except in the case of a mortgagee or assignor.

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, subject to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, secured has been paid, which representation Trustee may accept as true without inquiry.

14. Trustee may retain 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 hereon designated as makers thereof.

15. Trustee may retain 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 hereon designated as makers thereof.

16. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the Trust Deed is issued. 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.

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COOK COUNTY, ILLINOIS  
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TRUST DEED

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

14<sup>00</sup>

THIS INDENTURE, made July 16, 1987, between GEORGE W. SMYSZNIUK and GAYLE M. SMYSZNIUK, 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 NINETY-SIX THOUSAND AND NO/100 (\$96,000.00)-----

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, UKRAINIAN NATIONAL ASSOCIATION, INC.

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 9-3/4% per cent per annum in instalments (including principal and interest) as follows:

Eight Hundred Fifty-Six and 32/100 (\$856.32) ----- Dollars or more on the 16th day of August 1987, and Eight Hundred Fifty-Six & 32/100 (\$856.32)----- Dollars or more on the 16th 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 16th day of July, 1992. 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 10-3/4% per annum, and all of said principal and interest being made payable at such banking house or trust company in Jersey City, New Jersey, 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 Ukrainian National Association, Inc. 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 Elmwood Park, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The South 38 feet of Lot 7 and the North 16 feet of Lot 6 (except the East 8 feet for alley) in Block 15 in Mills and Sons Green Fields Subdivision of the East 1/2 of the Southeast 1/4, also the South 1/2 of the Northwest 1/4 of the Southeast 1/4, also the South 1/2 of the Southwest 1/4 of the Northeast 1/4, also the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

This instrument was prepared by Julian E. Kulas, Attorney at Law 2329 W. Chicago Avenue Chicago, ILL. 60622

P. I. #12-36-413-030-0000

Property Address: 1811 N. 73rd Ct., Elmwood Park, Illinois

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION.

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.

George W. Smyszniuk (SEAL) Gayle M. Smyszniuk (SEAL)

STATE OF ILLINOIS,

I, Julian E. Kulas

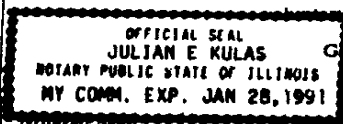
SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT - George W. Smyszniuk and Gayle M. Smyszniuk, his wife,

County of Cook

who are personally known to me to be the same person as 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

act, for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this 16th day of July 1987.

Julian E. Kulas Notary Public

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Property of Cook County Clerk's Office

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1. The Note securing this Trust Deed shall be due and payable in the event of the sale or transfer of this property, unless consent to said sale or transfer is obtained from Ukrainian National Association, Inc.
2. The mortgagors have the privilege of repaying \$100.00 or any multiple thereof on any interest due date after two years from the date of this Trust Deed.
3. This mortgage was given in consideration of the Mortgagors being members in good standing of Ukrainian National Association, Inc., and that it default shall be made in payment of dues on the mortgagors' certificates with Ukrainian National Association, Inc., then the unpaid balance of principal and accrued interest may, at the option of the Mortgagee, be declared as due and payable.

RIDER ATTACHED TO AND MADE PART OF TRUST DEED DATED  
 JULY 16, 1987 FOR PROPERTY COMMONLY KNOWN AS 1811 N.  
 73rd CT., RIMWOOD PARK, ILLINOIS.

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FILED FOR RECORD

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