

UNOFFICIAL COPY

P. I. N. 18-18-200-023

456013

THIS INDENTURE, made August 28 1987, between  
Belle I. Teborek, a widow, and James S. Teborek,  
married to Sara B. Teborek

87511629

(NO AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors,"  
Paul R. Skala

DEFINITE RECORDING \$33.25  
7112 W. CERNAK, BERWYN, ILL. 60402  
87511629

(NO AND STREET) (CITY) (STATE)  
herein referred to as "Trustee," witnesseth

The Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the legal holder of the installment Note hereinafter described, in the principal sum of FIFTY FIVE THOUSAND AND 00/100 DOLLARS, evidenced by one certain installment Note of the Mortgagors of even date, herewith, made payable to the TRUSTEE and delivered to and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows: FIVE HUNDRED THIRTY NINE AND 91/100 OF SAID PRINCIPAL sum on the 23rd day of November 1987 and FIVE HUNDRED THIRTY NINE AND 91/100 OR MORE Dollars on the 23rd day of each month thereafter until said Note is fully paid. The said Note shall bear interest at a total rate of 12% per annum, payable monthly on the dates when installments of principal fall due and shall be, in addition, to the amount due on principal, cash for said installment of principal bearing interest after maturity at the rate of 20% per cent per annum, and all of said principal and interest being made payable at Berwyn National Bank. The Mortgagors agree to execute and deliver to the Trustee in such other place as the legal holder of the note may, from time to time, in writing appoint, a written instrument at the location of the legal holder of the note, in which the Mortgagors shall agree to pay to the legal holder of the note, together with accrued interest thereon, the amount due and payable at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms hereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed, which execution may be made at any time after the expiration and three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest. NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and 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 of which is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described real estate and all their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE ATTACHED

Residence Unit No. 307 and Garage 307-G in Springwood Manor Condominium as delineated on survey of the East 178.5 Feet of the South 15 Feet of Lot 3 and the East 178.5 Feet of Lots 4, 5 and 6 in Maxted's Subdivision of the East 473 Feet of the North 775.5 Feet (except the East 145.2 Feet of the West 178.2 Feet of the North 3'0 Feet thereof) of the North East 1/4 of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 14442019 in Cook County, Illinois (hereinafter referred to as Parcel) which survey is attached as Exhibit 'A' to Declaration of Condominium made by Pullman Bank and Trust Company, a Corporation of Illinois, as Trustee under Trust No. 7180632 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 22734943 and amended by Document No. 22769411 together with an undivided 4.14 per cent interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and Survey) in Cook County, Illinois.

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hereof, CITY recorded in Recorder's Office with a copy of the original filed with the Recorder of Deeds of Cook County, Illinois.

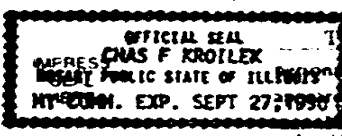
The name of a record owner is: This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors this day and year first above written.  
Belle I. Teborek James S. Teborek

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Belle I. Teborek James S. Teborek

State of Illinois, County of Cook



I, the undersigned, a Notary Public in and for said County of Cook, do hereby certify that Belle I. Teborek, a widow, and James S. Teborek, married to Sara B. Teborek, are subscribed to the foregoing instrument, known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 under my hand and official seal, this SEP 15 87 day of Commission expires

This instrument was prepared by Chas. F. Kroilek, 7112 W. Cernak, Berwyn, Ill. 60402

Mortgage Instrument to Berwyn National Bank, 7112 W. Cernak, Berwyn, Ill. 60402

OR RECORDER'S OFFICE BOX NO.

87511629

# UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

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 lien 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 satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings 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 note.

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 receipt 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 heretofore 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 hereon 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 nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. 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, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each 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 default shall occur and continue for three days in the performance of any other agreement of the Mortgagors 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 debt. 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, outlays or 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 to evidence to holders 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 addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this 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, on all other items which under the terms hereof constitute indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus 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 Deed, 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 case 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 may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said 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 become 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 deficiency.

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 Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any 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,

Chas. F. Krcilek

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 be binding upon Mortgagors and all persons claiming under or through 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.

## IMPORTANT

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

Trustee

21511629

# UNOFFICIAL COPY

Chas. F. Krolick, 7112 N. Cerinah, Berwyn, IL 60402  
 Chas. F. Krolick, 7112 N. Cerinah, Berwyn, IL 60402  
 Beryn National Bank, 7112 N. Cerinah, Berwyn, IL 60402

**OFFICIAL SEAL**  
**CHAS. F. KROLICK**  
**CLERK**  
**CLERK OF THE JUDICIAL CIRCUIT**  
**COOK COUNTY, ILL.**  
**EXP. SEPT 27 1980**

The undersigned, a Notary Public in and for said County of Cook, State of Illinois, County of Cook, do hereby certify that the foregoing instrument, together with the fee and charges thereon, and the power and authority herein set forth, including the release and waiver of the right of redemption, were and constitute a true and correct copy of the original instrument as the same was presented to me for the same purpose, and I duly signed, sealed and delivered the said instrument as aforesaid, in the presence of the undersigned, who are named herein, and I am duly qualified to perform the duties and functions of a Notary Public in and for said County of Cook, State of Illinois.

In witness whereof, I have hereunto set my hand and seal at the City of Chicago, Illinois, this 15th day of September, 1979.

**James S. Teborek**  
*James S. Teborek*  
 Belle I. Teborek  
*Belle I. Teborek*  
 Belle I. Teborek, married to Sara B. Teborek

This instrument consists of two pages. The contents, conditions and provisions appearing on page 2 (the reverse side of this page) are incorporated herein by reference and are a part hereof and shall be binding on all parties thereto. The reverse side of this instrument is so incorporated as to constitute a part hereof. The undersigned, who are named herein, have read and understand the contents of this instrument and have signed the same freely and voluntarily, and are fully aware of the contents thereof, and of the legal effect thereof, and of the consequences thereof, and of the rights and obligations which shall be imposed upon them by the execution hereof. The undersigned, who are named herein, have read and understand the contents of this instrument and have signed the same freely and voluntarily, and are fully aware of the contents thereof, and of the legal effect thereof, and of the consequences thereof, and of the rights and obligations which shall be imposed upon them by the execution hereof.

Any sale of the premises securing said loan shall, at the election of the holder hereof, take said indebtedness immediately due and payable, anything herein to the contrary notwithstanding.

THAT THE R and the property described herein is subject to a mortgage in favor of the premises described hereinafter, and all taxes, expenses and profits thereof for so long as the property described herein is subject to said mortgage, and that the undersigned, who are named herein, have read and understand the contents of this instrument and have signed the same freely and voluntarily, and are fully aware of the contents thereof, and of the legal effect thereof, and of the consequences thereof, and of the rights and obligations which shall be imposed upon them by the execution hereof.

THAT WHEREAS the Mortgagee and its assigns are entitled to the legal title to the legal title to the premises described hereinafter, in the principal sum of \_\_\_\_\_ Dollars, and the undersigned, who are named herein, have read and understand the contents of this instrument and have signed the same freely and voluntarily, and are fully aware of the contents thereof, and of the legal effect thereof, and of the consequences thereof, and of the rights and obligations which shall be imposed upon them by the execution hereof.

THIS INSTRUMENT MADE August 26 1979 Between Belle I. Teborek, a widow, and James S. Teborek, married to Sara B. Teborek  
 (NO AND STREET) Paul H. Skala  
 (NO AND STREET) (STATE) CITY

87511629

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P.I.N. 18-18-200-023

87511629

LEADERS RECEIVING  
 FROM 09/18/81 11:07:00  
 ASSES # 14 \*87-511629  
 1979 COUNTY 980808R

87511629

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