



TRUST DEED

UNOFFICIAL COPY

COOK COUNTY ILLINOIS FILED FOR RECORD 7 488286745

THIS IS A JUNIOR LIEN

1988 JUN 29 PM 2:54

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

71-62-632 DB

1200

THIS INDENTURE, made June 22, 1988, between Stanley Bukowski and Maria Bukowski, 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

Forty-Five Thousand & 00/100-----

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF READER Joseph Hornik and Helen Hornik

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from XXXXX to the balance of principal remaining XXXXX and the balance of interest XXXXX

This represents an interest free loan payable and due JUNE 21, 1994.

and XXXXX and XXXXX and XXXXX and XXXXX and XXXXX and XXXXX and XXXXX and XXXXX and XXXXX and XXXXX

and interest and interest and interest and interest and interest and interest and interest and interest and interest and interest

remained XXXXX and XXXXX and XXXXX and XXXXX and XXXXX and XXXXX and XXXXX and XXXXX and XXXXX and XXXXX

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 Joseph and Helen Hornik 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 44 in Block 22 in Craneview Archer Avenue Home Addition to Chicago, being a subdivision of the West 1/2 of the West 1/2 of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, (except the North 9.225 acres thereof, and except also a strip of land 66 feet wide across the West 1/2 of the South West 1/4 of said section 9, to be used for railroad purposes as described in deed to James T. Maher, dated April 20, 1896 and recorded May 4, 1896 in Book 5728 page 51 as document 2383034) in Cook County, Illinois. Permanent Index Number: 19-09-309-013-0000, Vol 382

Document prepared by: Ken Putlak, 4718 S. Pulaski, Chicago, IL. 60632 THIS IS A JUNIOR LIEN. THIS TRUST DEED IS SUBORDINATE TO

DOCUMENT NUMBER 88286744 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.

Stanley Bukowski [SEAL] Maria Bukowski [SEAL]

Stanley Bukowski [SEAL] Maria Bukowski [SEAL]

STATE OF ILLINOIS, I, Kenneth J. Putlak, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Stanley Bukowski and Maria Bukowski, his wife,

who are personally known to me to be the same person S whose name S 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 22nd day of June 19 88.

Kenneth J. Putlak Notary Public

88286745

Prepared by: KENNETH J. PUTLAK AT LAW
 60638
 CHICAGO TITLE AND TRUST COMPANY
 724315

IDENTIFICATION No. 724315
 CHICAGO TITLE AND TRUST COMPANY
 Trustee
 Assistant Secretary/Assistant Vice President
 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.

IMPORTANT!
 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.

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagee 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 duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee shall keep all buildings and improvements now or hereafter on the 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 moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereof. All in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or to holders of the note, shall be attached to each policy, and shall deliver all such 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 hereinafore required of Mortgagee 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 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 holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action authorized may be taken, shall be so much additional indebtedness secured hereby and shall become a lien in priority on the property.

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, foreclosure, tax lien or lien or claim thereon.

6. Mortgagee 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 Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any installment or other agreement in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any of the obligations of the Mortgagee herein 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 in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for 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, lit searches and examinations, title insurance 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 protect the note or to produce evidence to the satisfaction of the court that the title is clear and free from all claims, liens and encumbrances. All expenses and costs of the nature mentioned in this paragraph shall become a lien in priority on the property.

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 incurred in 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, including unpaid interest on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

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 sale, without notice, without regard to the solvency or insolvency of Mortgagee as at the time of application for such receiver and without regard to the 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 Mortgagee, 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 appropriate in such cases for the protection, possession, control, management and care of the premises during the whole or part of said period. The court from time to time may authorize the receiver to apply the net income of the premises in whole or in part to: (a) The cost of taxes, interest and other charges against the premises which may be necessary or appropriate for the protection, possession, control, management and care of the premises during the whole or part of said period. (b) The deficiency in case of a sale and a deficiency in case of a sale and a deficiency secured hereof, or by any decree foreclosing this trust deed, or any tax, interest, or other assessment or other lien which may be or become a lien hereof or of such decree, provided such application is made prior to the foreclosure sale; (c) The deficiency in case of a sale and a deficiency in case of a sale and a deficiency secured hereof, or by any decree foreclosing this trust deed, or any tax, interest, or other assessment or other lien which may be or become a lien hereof or of such decree, provided such application is made prior to the foreclosure sale.

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