

PAC 51170250

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88361069

THIS INDENTURE, made August 4, 1988

between John Czerwien & Lida Czerwien, HIS WIFE  
3200 S. Vernon

Brookfield, IL. 60513  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and Frank Czerwien & Dolores Czerwien

3200 S. Vernon Brookfield, IL. 60513  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Benefer and delivered, in and by which note Mortgagors promise to pay the principal sum of Forty-one Thousand & no/100 (\$41,000.00)

Dollars, and interest from August 4, 1988 on the balance of principal remaining from time to time unpaid at the rate of 9.0 per cent per annum, such principal sum and interest to be payable in installments as follows: Six Hundred & 67/100 (\$600.67)

Dollars on the 4th day of September, 1988 and Six Hundred & 67/100 (\$600.67) Dollars on the 4th day of each and every 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 4th day of August, 1998.

all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 12 per cent per annum, and all such payments being made payable at 3200 S. Vernon, Brookfield, IL.

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once 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 thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentation for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the town of Brookfield, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 1 (except the south 30 feet thereof) In Block 12 In Brookfield Manor, Being a Subdivision of the Northeast 1/4 of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian (Except Right of Way of Suburban Railroad Company), in Cook County, Illinois.

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which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 15-34-211-021-0000

Address(es) of Real Estate: 3200 S. Vernon, Brookfield, IL.

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all stoves or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: John Czerwien & Lida Czerwien, his wife

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

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

John Czerwien

[Signature of John Czerwien]

(Seal)

Lida Czerwien

[Signature of Lida Czerwien]

(Seal)

State of Illinois, County of

in the State aforesaid, DO HEREBY CERTIFY that

I, the undersigned, a Notary Public in and for said County

John Czerwien & Lida Czerwien his wife

personally known to me to be the same person whose name they 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

IMPRESS SEAL HERE

Notary Public Seal for James K. McCabe, State of Illinois, expires 4/88

This instrument was prepared by James K. McCabe 3732 Prairie Ave. Brookfield, IL. 60513

Notary Public, State of Illinois, August 19 88

Mail this instrument to James K. McCabe 3732 Prairie Ave. Brookfield, IL. 60513

(CITY)

(STATE)

(ZIP CODE)

OR RECORDER'S OFFICE BOX NO

\$12.00 MAIL

# UNOFFICIAL COPY

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.

## IMPORTANT

The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 100

15. 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 at any time liable for the payment of or through the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed, 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.

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,

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 secured by this Trust Deed 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 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.

13. 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 acts or 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.

12. 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. 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 as law upon the note hereby secured.

10. 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 Mortgages 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 for redemption, whether there be redemption or not, as well as during any other period when Mortgages, except for the intervention of the protection, possession, control, management and operation of the premises during the whole or in part of (1) the indebtedness secured hereby, in any manner, 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 or in part of (1) the indebtedness secured hereby, in any manner, would be entitled to apply the net income in his hands in payment of 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.

9. 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 a lien in addition 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 Mortgages, their heirs, legal representatives or assigns as their rights may appear.

8. 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 as additional indebtedness in the decree for sale all expenses, attorneys' fees, appraisers' fees, referees' fees, and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note or Trustee's fees, appraisers' fees, referees' fees, and expenses for documentary and recording 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, guaranty 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 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, in addition, all expenditures and expenses of the nature in this paragraph mentioned shall be borne so much additional indebtedness secured hereby and payable, with interest thereon at the rate of nine percent 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 defense of any threatened suit or proceeding which might affect the premises or the security thereof, whether or not commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after actual or constructive abandonment of the premises or (d) the defense of any threatened suit or proceeding which might affect the premises or the security thereof, whether or not commenced.

7. At the election of the holder of the principal note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, for the purpose of the distribution of the proceeds of any foreclosure sale, be deemed to be a part of the principal note and interest thereon, and shall be paid or satisfied in the same manner as if it were a part of the principal note and interest thereon.

6. Mortgages shall, for each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, be deemed to be a part of the principal note, and shall be paid or satisfied in the same manner as if it were a part of the principal note and interest thereon.

5. The Trustee or the holders of the note hereby secured making any payment 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 title or claim hereof.

4. In case of default hereunder, 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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim hereof, or redeem from any tax sale or foreclosure affecting 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 reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage 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 the rate of nine percent per annum. Action 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.

3. Mortgages 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 to pay the cost of replacing and repairing the same or to pay in full the indebtedness secured hereby, all in compliance 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.

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

1. Mortgages shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from encumbrances, liens or claims in favor of the United States or other States 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) comply with all requirements of law or municipal ordinances with respect to 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.

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