

UNOFFICIAL COPY



TOP LINE COMPANY
2130 N. CICERO AVENUE, CHICAGO, ILLINOIS 60639
(City) (State) (ZIP CODE)

This instrument was prepared by Joette Bekovitch, 2130 N. Cicero Ave., Chicago, IL 60639
(NAME AND ADDRESS)

Given under my hand and official seal, this 30th day of October 1989
Commission expires 4-10-91

MY COMMISSION EXPIRES 4/10/91
I, JUDITH A. TULLY, Notary Public, State of Illinois, do hereby certify that I am the same person whose name is subscribed to the foregoing instrument, and I have read and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois, County of Cook
James S. Wachowski
Rosemary Wachowski

James S. Wachowski
Rosemary Wachowski

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

The name of a record owner is: ROSEMARY WACHOWSKI
This deed consists of two pages, the covenants, conditions and provisions appearing on page 2 (the reverse side of this) and shall be binding on Mortgagors, their heirs, successors and assigns.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors or their successors or assigns, forever, for the purposes and uses, trusts and benefits hereinafter 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 hereinafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

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 limitation) the foregoing) screens, window shades, awnings, storm doors and windows, floor coverings, major beds, toves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises which physically attached thereto or not, and it is agreed that all buildings and additions and other apparatus, equipment or articles hereinafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

Address(es) of Real Estate: 2300 N. LOCKWOOD, CHICAGO, ILLINOIS 60639
Permanent Real Estate Index Number(s): 13-33-102-016

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

Lot 17 in Pulaaki subdivision of Lots 29 to 46 in Block 1 in Dickey & Baker's Subdivision in Section 33, Township 40 North Range 13 East of the Third Principal Meridian.

AND STATE OF ILLINOIS, to wit: COUNTY OF COOK, CITY OF CHICAGO

WARREN TULLY, Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND ABOVE MENTIONED NOTE AND THIS TRUST DEED, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and NOW THEREFORE, to secure the payment of said principal sum of money and interest in accordance with the terms, provisions and limitations of the

protection of said three days, without notice, and that all parties thereto severally waive preemption for payment, notice of dishonor, protest and notice of expiration of said 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 case default shall remain in the payment, when due, of any installment of principal or interest in accordance with the terms hereof or in case default shall occur principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in 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 made payable at 2130 N. Cicero Avenue, Chicago, Illinois 60639, or at such other place as the legal

the entire not paid when due, a bear interest after the date for payment thereof, at the rate of 50 - percent per annum, and all such payments being 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 shall be due on the 3rd day of April, 1991 all such payments on account of the indebtedness evidenced by said note to be applied first to the 3rd day of April, 1989 and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, Dollars on the 3rd day of May, 1989 and Three Hundred Sixty Two and 49/100 Dollars on the 3rd day of May, 1989 and Three Hundred Sixty Two and 49/100 Dollars, and interest from 30 days after completion of principal remaining from time to time unpaid at the rate of one hundred and 00/100

note Mortgagors promise to pay the principal sum of Eleven Thousand Dollars, made payable to Bear and delivered in and by which herewith, executed by Mortgagors, made payable to Bear and delivered in and by which herein referred to as "Trustee", witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Mortgage Note No. J" of even date herewith, executed by Mortgagors, made payable to Bear and delivered in and by which

2130 N. CICERO AVENUE, CHICAGO, ILLINOIS 60639
(NO. AND STREET) (CITY) (STATE)

2300 NORTH LOCKWOOD, CHICAGO, ILLINOIS 60639
(NO. AND STREET) (CITY) (STATE)

between James S. & Rosemary Wachowski

THIS INSTRUMENT, made March 2, 1989

#8976 # E * 87-523788
#5555 TRAN 4962 10/03/89 09:55:00
DEPT-01 RECORDING

COOK COUNTY RECORDER

CAUTION: Consider a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

FORM NO. 208
FEBRUARY, 1985

LEGAL FORMS
GEORGE E. COLE

For Use With Note Form 1448
TRUST DEED (ILLINOIS)

(Monthly Payments Including Interest)

89523788

912.00

UNOFFICIAL COPY

TRUST DEED IS FILED FOR RECORD.

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

IMPORTANT

The installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. _____

Trustee

1. 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 company of money 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 herebefore 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 thereof, or redeem from any tax sale or foreclosure 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 attorney's 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 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. In case of default hereunder, Trustee or the 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.

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 law, 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 thereof.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default by this Trust Deed shall, in use of fault shall occur and continue for three days in the performance of any other agreement of the Mortgages 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 expenses and charges which may be paid or incurred by or on behalf of Trustee or holders of the note (including attorney's fees, appraisers' fees, courtiers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after closing of the deed) 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 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 to all expenditures and expenses of the nature in this paragraph mentioned shall be so much additional indebtedness secured hereby, 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, or (b) preparations for the commencement of any suit, or 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, all other items which under the terms hereof constitute secured 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 overplus to Mortgages, 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 the filing of a complaint to foreclose this Trust Deed, without notice, 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 further time when Mortgages, 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 pendency of said foreclosure suit. 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 shall Trustee 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.

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 the 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, the then Recorder of Deeds of the county 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 Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons 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.

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

59523788

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 THESE BEGINS: