

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made DECEMBER 29, 19 89 between CHARLES V. MATOUSEK AND JOANNE M. MATOUSEK, HUSBAND AND WIFE, AS JOINT TENANTS.

herein referred to as "Trustors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS Trustors are justly indebted to the legal holders of the Instalment Note (the "Note") made payable to THE ORDER OF BEARER and hereinafter described, said legal holder or holders being herein referred to as the "Holders of the Note"

in the Total of Payments of \$ or \$31,655.00 together with interest on unpaid balances of the Actual (Principal) Amount of Loan at the Rate of Charge set forth in the Note.

It is the intention hereof to secure the payment of the total indebtedness of Trustors to the Holders of the Note, within the limits prescribed herein whether the entire amount shall have been advanced to Trustors at the date hereof or at a later date.

NOW, THEREFORE, Trustors 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 Trustors 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 Trustee, its successors and assigns, the following described real property and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF LAGRANGE, COUNTY OF COOK AND STATE OF ILLINOIS.

to wit:

LOT 7 IN BLOCK 1 IN WESTMORELAND A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33 LYING EAST OF FIFTH AVENUE, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 823 NORTH LAGRANGE ROAD LAGRANGE PARK, ILLINOIS PIN: 15-33-120-007

THIS DOCUMENT PREPARED BY: CHRISTINE EICHMAN 521 WILLOW GLEN ADDISON, ILLINOIS 60101

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 Trustors 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, major beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Trustors or their successors or assigns shall be considered as constituting part of the premises.

TO HAVE AND TO HOLD the premises unto 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 Trustors do hereby expressly release and waive.

This Trust Deed is subject to a prior mortgage dated APRIL 29, 19 75 executed by Trustors to GRUNWALD SAVINGS AND LOAN ASSOC. as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ 50,500.00 That prior mortgage was recorded on MAY 8, 19 75 in the Recorder's Office (or if the property is registered, filed in the Office of the Registrar of Titles) of Cook County, Illinois in Book of Mortgages at page

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 trustors, their heirs, successors and assigns.

WITNESS the hand and seal of Trustors the day and year first above written.

[SEAL] Charles V. Matousek [SEAL] Joanne M. Matousek [SEAL]

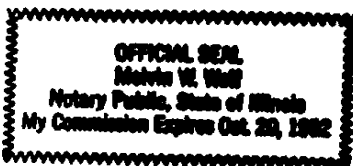
STATE OF ILLINOIS, ) I, MELVIN W. WOLF )  
COUNTY OF ) SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT CHARLES V. MATOUSEK AND JOANNE M. MATOUSEK, HUSBAND AND WIFE, AS JOINT TENANTS.

who ARE personally known to me to be the same person S 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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of DECEMBER, 19 89.

Notarial Seal

Melvin W. Wolf Notary Public



Box 150

1300

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898713

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CHICAGO TITLE AND TRUST COMPANY  
RELEASE DEPT., 5th FLOOR  
111 W. WASHINGTON  
CHICAGO, ILLINOIS 60602

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

MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE  
NOTE SHOWN BY THIS TRUST DEED SHOULD BE IDENTIFIED BY  
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THIS  
TRUST DEED IS FILED FOR RECORD

CHICAGO TITLE AND TRUST COMPANY,  
Trustee,  
By *[Signature]*  
Assistant Secretary  
Identification No. *[Redacted]*

**THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):**

1. Trustee shall cause the title to be examined by a competent title examiner or surveyor and shall cause a title report to be prepared by a competent title insurer or surveyor. The title report shall be submitted to the lender for its review and approval. The lender shall have the right to require the trustee to cause a title report to be prepared by another competent title insurer or surveyor. The trustee shall cause the title to be examined and a title report to be prepared by a competent title insurer or surveyor, and shall cause a title report to be prepared by a competent title insurer or surveyor. The trustee shall cause the title to be examined and a title report to be prepared by a competent title insurer or surveyor, and shall cause a title report to be prepared by a competent title insurer or surveyor.

2. Trustee shall cause the title to be examined by a competent title examiner or surveyor and shall cause a title report to be prepared by a competent title insurer or surveyor. The title report shall be submitted to the lender for its review and approval. The lender shall have the right to require the trustee to cause a title report to be prepared by another competent title insurer or surveyor. The trustee shall cause the title to be examined and a title report to be prepared by a competent title insurer or surveyor, and shall cause a title report to be prepared by a competent title insurer or surveyor.

3. Trustee shall cause the title to be examined by a competent title examiner or surveyor and shall cause a title report to be prepared by a competent title insurer or surveyor. The title report shall be submitted to the lender for its review and approval. The lender shall have the right to require the trustee to cause a title report to be prepared by another competent title insurer or surveyor. The trustee shall cause the title to be examined and a title report to be prepared by a competent title insurer or surveyor, and shall cause a title report to be prepared by a competent title insurer or surveyor.

4. In case of default by the holder of the Note, or in the event of any other event which may result in the Note being accelerated, the holder of the Note shall pay to the trustee, within thirty (30) days of the date of acceleration, all amounts due and payable by the holder of the Note, including principal, interest, late charges, and costs of collection, and shall also pay to the trustee, within thirty (30) days of the date of acceleration, the cost of all expenses incurred by the trustee in enforcing the Note, including legal fees, costs of collection, and costs of enforcement. The trustee shall have the right to enforce the Note by foreclosure, or by any other legal remedy, and shall have the right to sell the property mortgaged by the Note to satisfy the debt. The trustee shall have the right to appoint a receiver to manage the property mortgaged by the Note, and shall have the right to lease or otherwise dispose of the property mortgaged by the Note. The trustee shall have the right to sue for and collect the amount due and payable by the holder of the Note, and shall have the right to sue for and collect the cost of all expenses incurred by the trustee in enforcing the Note. The trustee shall have the right to sue for and collect the cost of all expenses incurred by the trustee in enforcing the Note.

5. The trustee shall cause the title to be examined by a competent title examiner or surveyor and shall cause a title report to be prepared by a competent title insurer or surveyor. The title report shall be submitted to the lender for its review and approval. The lender shall have the right to require the trustee to cause a title report to be prepared by another competent title insurer or surveyor. The trustee shall cause the title to be examined and a title report to be prepared by a competent title insurer or surveyor, and shall cause a title report to be prepared by a competent title insurer or surveyor.

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7. When the holder of the Note or trustee shall have the right to enforce the Note by foreclosure, or by any other legal remedy, the trustee shall have the right to sue for and collect the amount due and payable by the holder of the Note, and shall have the right to sue for and collect the cost of all expenses incurred by the trustee in enforcing the Note. The trustee shall have the right to sue for and collect the cost of all expenses incurred by the trustee in enforcing the Note.

8. The trustee shall cause the title to be examined by a competent title examiner or surveyor and shall cause a title report to be prepared by a competent title insurer or surveyor. The title report shall be submitted to the lender for its review and approval. The lender shall have the right to require the trustee to cause a title report to be prepared by another competent title insurer or surveyor. The trustee shall cause the title to be examined and a title report to be prepared by a competent title insurer or surveyor, and shall cause a title report to be prepared by a competent title insurer or surveyor.

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184-229-9669