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TRUST DEED

UNOFFICIAL COPY 89164094

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 8, 1989, between

DANIEL PYCH and KYRA PYCH

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

Thirty-three thousand seven hundred fifty and no/100-----(\$33,750.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 8, 1989 on the balance of principal remaining from time to time unpaid at the rate of 9% per cent per annum in instalments (including principal and interest) as follows:

Two hundred seventy-one and 50/100-----(\$271.50)----- Dollars or more on the 8th day of April 1989 and Two hundred seventy-one and 50/100--(\$271.50)-- Dollars or more on the 8th day of each 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 8th day of March, 1994. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 11% per annum, and all of said principal and interest being made payable at such banking house or trust company in Oak Park 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 Lynette Lehn in said City, 137 North Ridgeland Avenue, Oak Park, Illinois 60302

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 Village of Oak Park, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 16 and 17 in Block 7 in Swigarts Subdivision of Lot 5 and the West 33 feet of Lot 6 in subdivision of Section 18, Township 39 North, Range 13 East of the Third Principal Meridian, (except the West 1/2 of the South West 1/4 thereof) in Cook County, Illinois.

Common address: 1131 South East Avenue, Oak Park, Illinois 60304

Permanent Index Nos. 16-18-417-027-0000 and 16-18-417-028-0000

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, and all 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 s and seal s of Mortgagors the day and year first above written.

[Signatures] [SEAL] [SEAL]
[Signatures] [SEAL] [SEAL]

STATE OF ILLINOIS, } I, Joyce Ford Gradel
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT Daniel Pych and Kyra Pych

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

OFFICIAL SEAL
JOYCE FORD GRADEL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 7, 1992

under my hand and Notarial Seal this 8th day of March 19 89.
[Signature] Notary Public

Notarial Seal

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

GRADEL & SMITH
243 West North Avenue
Oak Park, Illinois 60302

MAIL TO:

By *[Signature]*
CHICAGO TITLE AND TRUST COMPANY
Trustee
Identification No. 728615

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT 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. Mortgages shall (a) promptly repair, restore or rebuild any buildings and improvements now or hereafter situated on said 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; (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 the premises superior to the lien hereof; (d) equitably within a reasonable time any building or improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances 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. Mortgages shall pay before any general tax, and shall pay special taxes, special assessment, 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may owe to the lender.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said 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; (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; (d) equitably within a reasonable time any building or improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances 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.

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 payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien 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 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 herein authorized may be taken, shall be taken from the proceeds of the sale of the premises and shall become immediately due and payable without notice and with interest thereon at a rate equal to the post maturity rate set forth in the note securing this trust deed. If any, otherwise the pre-maturity rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with this trust deed, it any, otherwise the pre-maturity rate set forth in the note, to which either of them shall be a party, either as plaintiff, defendant, claimant or otherwise, by reason of this trust deed or of any indebtedness hereby secured, or (b) preparation for or commencement of any suit for the foreclosure of such right to foreclose whether or not actually commenced; or (c) preparation for or commencement of any suit for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, nevertheless, be paid by each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

6. Mortgages 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 Mortgages, all unpaid indebtedness secured by this Trust Deed shall, nevertheless, be paid by each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

7. When the indebtedness hereby secured shall be foreclosed due the lien hereof, there shall be allowed and included as additional indebtedness in the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, all expenses 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, court costs, and expenses for documentary and expert evidence, investigation, 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, title insurance policies, Torrens certificates, and similar data and assurance 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 of the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby due and payable, with interest thereon at a rate equal to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with this trust deed, it any, otherwise the pre-maturity rate set forth in the note, to which either of them shall be a party, either as plaintiff, defendant, claimant or otherwise, by reason of this trust deed or of any indebtedness hereby secured, or (b) preparation for or commencement of any suit for the foreclosure of such right to foreclose whether or not actually commenced; or (c) preparation for or commencement of any suit 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 process, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute a secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; 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 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 said premises, at the time of application for such receiver and without regard to the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

10. Trustee shall release this trust deed and the lien hereof 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, and at the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note, representing all indebtedness hereby secured, such as successor trustee may accept as the genuine note herein described any note which bears an identification number reporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note, and which purports to be executed by the person designated as the maker hereof, and which conforms in substance with the description herein contained of the note and which purports to be executed by the person designated as the maker hereof, and where the release is requested of the original trustee, and it has been placed in the identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person designated as the maker hereof.

11. 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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

12. 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 the provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

13. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when this instrument shall be construed to mean "note" when more than one note is used.

14. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when this instrument shall be construed to mean "note" when more than one note is used.

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 the provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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