

# UNOFFICIAL COPY



TRUST DEED

729033

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made **MAY 19 1989** between  
**ANDREW NOWAK AND STELLA NOWAK, 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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

**FOURTEEN THOUSAND FIVE HUNDRED 00/100****DOLLARS,**

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on **\$14,500.00** with interest thereon from **MAY 19, 1989** until maturity at the rate of **TEN (10%)** per cent per annum, payable semi-annually on the **1st** day of **JUNE, 1990** ~~XXXXXXXXXXXXXX~~  
**XXXXXX** all of said principal and interest bearing interest after maturity at the rate of **TWELVE (12%)** per cent per annum, 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

**CECILE L. NOWAK**

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 8 IN HULBERT'S FULLERTON AVENUE HIGHLAND SUBDIVISION 20, IN SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Commonly Known: **2716 North Larabee, Chicago, Illinois**  
 Permanent Index Real Estate Index Number **13-28-307-033**

**89231821**

DEPT-01 RECORDING \$12.25  
 T#2222 TRAN 5885 05/22/89 16:40:00  
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 COOK COUNTY RECORDER

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, indoor 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.

**200 MAIL**

(SEAL)

(SEAL)

Andrew NowakStella Nowak

(SEAL)

(SEAL)

STATE OF ILLINOIS,

County of Cook

{ SS.

ELDRED E. BENZ

I, Eldred E. Benz, a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Andrew Nowak and Stella Nowak, his wife,

who is personally known to me to be the same person as whose name is        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 19 day of MAY, 1989.

Notarial Seal

**UNOFFICIAL COPY**

**PLACE IN RECORDER'S OFFICE BOX NUMBER**

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READY TO USE  
HUIA MUSEUM  
LOT 400M

MAIL TO:

9. Upon or at any time after the filing of a bill to recover damages for personal injuries suffered by him, either the plaintiff or the defendant may be allowed to file a bill of costs, which may be recovered as a part of the judgment, unless otherwise provided by law.

10. No action for costs shall be recovered in any case in which there is no recovery of any attorney's fees or expenses.

11. No action for costs shall be recovered in any case in which there is no recovery of any attorney's fees or expenses.

12. The trustee has no duty to examine the title, location, description of condition, or the promises of the debtor to whom he may have given credit, and it may make such investigation as it may see fit in order to protect its own power.

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15. No action for costs shall be recovered in any case in which there is no recovery of any attorney's fees or expenses.

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17. Trustee has no duty to examine the title, location, description of condition, or the promises of the debtor to whom he may have given credit, and it may make such investigation as it may see fit in order to protect its own power.

18. The trustee has no duty to examine the title, location, description of condition, or the promises of the debtor to whom he may have given credit, and it may make such investigation as it may see fit in order to protect its own power.

19. Upon or at any time after the filing of a bill to recover damages for personal injuries suffered by him, either the plaintiff or the defendant may be allowed to file a bill of costs, which may be recovered as a part of the judgment, unless otherwise provided by law.

8. The proceeds of any lottery shall be distributed and applied in the following order of priority: First, on account of all costs which are incurred in the administration of the lottery; second, towards the payment of debts due by the promoter; third, towards the payment of debts due by the subscribers; fourth, any surplus to be distributed among the subscribers.

permits<sup>7</sup>. When the individual has been selected, the performance of any other organization of the Moratorium will be measured by the degree to which it has been able to live up to the standards of the group he has joined.

or to control specific processes, or to provide a framework for the collection and analysis of data. In some cases, it may be used to support decision-making processes, such as the selection of a new product or service, or the identification of opportunities for growth. In other cases, it may be used to support operational processes, such as the management of supply chains or the delivery of customer service. In still other cases, it may be used to support strategic processes, such as the development of new products or services, or the identification of new markets. The specific purpose of a system will depend on its intended use.