

UNOFFICIAL COPY

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made August 15,

1989, between James E. Rodzak and Toni A.

Rodzak, his wife

of the Village

of Justice

County of Cook

State of Illinois

(herein referred to as "Mortgagors"), and Bridgeview Bank & Trust Company, Bridgeview, Illinois

an Illinois corporation doing business in Bridgeview, Illinois, herein referred to as TRUSTEE, witnesseth

THAT WHEREAS the Mortgagors are jointly and severally liable to the legal holder or holders of the Indenture Note hereinafter described, and for aforesaid obligation being herein referred to as Holders of the Note, in the principal sum of **TWENTY THOUSAND AND NO/100ths-----(\$20,000.00)-----** Dollars,

evidenced by one certain Indenture Note of the Mortgagors of even date herewith, made payable to BRARER and delivered, in and by whom said Note, the Mortgagors promise to pay the said principal sum and interest thereon

on the balance of principal remaining from time to time unpaid at the rate of **11.50%**

percent per annum in installments as follows **FOUR HUNDRED FORTY ONE AND 92/100ths-----**

DOLLARS

\$441.92 on the Third day of October 1989

and

Four Hundred Forty One and 92/100ths-----

DOLLARS

\$441.92 on the Third day of each month

THE REAFTER until such note is fully paid except that the final payment of principal and interest, if not so paid, shall be due on the third day of September, 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 installment and balance when due shall bear interest at the then highest rate permitted by law and all of said principal and interest being paid, shall be paid to such holding trustee or trust company as the holders of the note may, from time to time, in writing appoint, and in case of such appointment, then at the office of Bridgeview Bank & Trust Company, Bridgeview, Illinois.

Now therefore, in consideration of the payment of the said principal sum of money and said interest in accordance with the terms, provisions and covenants of this Indenture, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of \$100.00 paid, the receipt whereof is hereby acknowledged, do the present CONVEY and WARRANT unto the Mortgagors, James E. Rodzak and Toni A. Rodzak, the following described Real Estate and all other estate, right, title and interest therein, now existing and hereinafter

located in Cook

AND STATE OF ILLINOIS, to-wit:

(See attached and made part of)

Lot 8 in Hillcrest Subdivision being a subdivision of Lots 1,2,3,4,5,6,7,8,9, 10 and 11 of Callanderie's Hilltop Gardens Subdivision together with Lot 4 in Block 7 in Frederick S. Rastorf's Gelfview Subdivision all in the 2nd and 1/2 of the Southeast 1/4 of Section 39, Township 38 North, Range 12 (excepting therefore the West 1/2 of Lot 2, East 1/2 of Lot 3, East 1/2 of Lot 4 West 104 feet of Lot 11, in Callanderie's Subdivision aforesaid and excepting therefore all that part lying Southwesterly from a point in the South line of Lot 4 in Block 7 aforesaid 466.53 feet East of the Southwest corner thereof to a point in the North line of Lot 6 aforesaid 197.37 feet East of the Northwest corner thereof, said line also being the Northeastern Eight of May Line of the Illinois State Toll Road Commission, East of the Third Principal Meridian in Cook County, Illinois. #P.I.N. 18-35-407-054

P.I.N. 18-35-407-054

This Indenture is made in consideration of the sum of \$100.00 paid, the receipt whereof is hereby acknowledged, and it is agreed that the above described Real Estate, together with all the fixtures, fittings and personalty thereon now existing and hereinafter arising, shall be held and kept in trust for the purpose of applying the same to the payment of the principal sum of money and interest in accordance with the terms and conditions of this Indenture, and the same shall be held and used for no other purpose.

Now therefore, in consideration of the sum of \$100.00 paid, the receipt whereof is hereby acknowledged, and it is agreed that the above described Real Estate, together with all the fixtures, fittings and personalty thereon now existing and hereinafter arising, shall be held and kept in trust for the purpose of applying the same to the payment of the principal sum of money and interest in accordance with the terms and conditions of this Indenture, and the same shall be held and used for no other purpose.

James E. Rodzak

Toni A. Rodzak

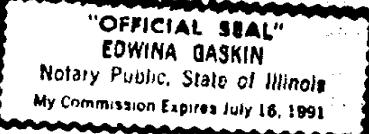
James E. Rodzak

Toni A. Rodzak

Edwina Gaskin

STATE OF ILLINOIS

Cook



are
are

PROPERTY OF THE CITY OF CHICAGO CHARGE DATE 8/15/89 COST \$15.00

James E. Rodzak and Toni A. Rodzak REC'D FROM 9130 08/21/89 11:04:00

#9488 # A 44-479-387995

COOK COUNTY RECORDER

TO WHOM IT MAY CONCERN: This instrument was recorded in the office of the Recorder of Deeds of Cook County, Illinois, on the 18th day of August, 1989, before me, who being

EDWINA GASKIN, Notary Public, State of Illinois,

My Commission Expires July 16, 1991

Attest:

INSTRUCTIONS: PLEASE PRINT CLEARLY - BOX NUMBER

SEARCHED INDEXED SERIALIZED FILED
IN THE OFFICE OF THE RECORDER OF COOK COUNTY,
ILLINOIS, DATED AUGUST 18, 1989

8105 W. 85th Street, Justice

COOK COUNTY RECORDER'S OFFICE

Peter E. Haleas Attorney at Law

7940 South Harlem Ave.

Bridgeview, IL 60455

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THE PRESENTATION IS UNOFFICIAL COPY

... Management 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, copy of any expense statement. In general, default hereunder, Management shall pay all initial, holding, or renewal premium on the manner provided by statute, any tax or assessment which Management may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or explosion under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of repairing or replacing the same or to pay the amount of the note secured, keeping all in companies' satisfaction, to the holders of the note, under insurance policies payable in case of loss, for agreed to Trustee for the benefit of the note, such rights to be evidenced by the standard mortgage, to have to be attached to each policy, and shall furnish all information, including Addenda and renewals, 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

In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagor in any time and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest or gross encumbrances of any kind purchased or exchanged, or may by settle any tax due or other proportion of taxes or claim theretofore or herefrom on any tax rate or forfeiture after being sold or given in satisfaction thereof. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and all other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereon plus reasonable compensation to Trustee for all services rendered which as hereinabove mentioned may be taken, notwithstanding the much additional indebtedness secured hereby and shall bear the interest thereon from the date of making without deduction of any interest thereon at the then highest rate permitted by law. In action of Trustee or holders of the note shall never be considered as a waiver of any right existing thereon, except of any default hereunder on the part of Mortgagor.

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 of statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate so long as the validity of such tax or assessment, sale, forfeiture, taxation or rule of claim thereof is not disputed.

Mortgagors shall pay each sum of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of either of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable at immediately in the case of default in making payment of any instalment of principal or interest on the note, or at such other time as may be specified in the note, and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

Then the underwriters, who shall have been entitled to bid on behalf of the holder or holders of the note for attorney's fees, appraisal fees, notary fees, legal expenses and related charges, which may be paid by the holder or holders of the note for the preparation of the documents, which may be estimated as to items to be expended after entry of the decree, shall pay to the holder or holders of the note, the amount of the premium, less reasonable compensation, either for the sale of such sum or for evidence to bidders at an sale, which may be had pursuant to law, to hold the note and collect the value of the premises. All expenditures and expenses of the trustee in this paragraph mentioned shall become as much additional indebtedness as the amount of the premium is due and payable, with interest thereon at the then highest rate permitted by law, which sum, when paid, shall be held by the trustee in holding of the note, until the same is paid in full, or until the commencement of any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant, or claimant, or until the payment of any indebtedness hereby secured, or until preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, which shall be fully commenced, or until preparation for the defense of any threatened suit or proceeding, which might affect the premises or the security hereof, whether or not a

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an account of all taxes and easements due to the foreclosee proceedings, including all such items as are mentioned in the preceding paragraph herein; second, all other items which under the law may hereinafter be levied or deducted additional to the evidence by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the fourth, any surplus is Moneys, 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 or valuator. Such appointment may be made either before or after sale, with or without notice, without regard to the solvency or insolvency of Mortgagee at the time of appointment, and such receiver or valuator may be appointed to collect the rents, issues and profits of said premises during the pendency of such action, or until such time as the court shall direct, during the full statutory period of redemption, whether there be redemption or not, as well as during further periods. Mortgagee, receiver or valuator, shall be entitled to collect such rents, issues and profits and all other powers which may be necessary to effect the same, and to have and hold the same, possession, control, management and operation of the premises during the whole of said period. The right to make and collect rents, issues and profits, and to have and hold the same, possession, control, management and operation of the premises during the whole of said period, shall be deemed to be a right of reentry, a power of attorney, and shall not become superior to the lien of, or of such decree, provided such application is made in due form and in accordance with law.

Action for the enforcement of the senior or any provision herein shall be subject to any defense which would otherwise be available to the party against whom such action is brought up to the date before it was secured.

...and the said Person or Persons shall be entitled to receive and collect all moneys due or to become due to the Trustee or the Recorder of Deeds or the Receiver of the premises, and to have and hold the same in trust for the benefit of the Trustee, and the said Person or Persons shall have the identical title, powers and authority as are hereinafter given to the Trustee and the Receiver of the premises, and to act performed hereunder.

17. The Lender and all persons hereof, shall esteem to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, that the notes and instruments herein shall be due and payable to such persons and all persons liable for the payment of the same, to whomsoever they may then be delivered at the time of the issue of this Deed.

17. There shall be no notice or demand given by the Mortgagor to the Trustee in the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be a defense to the action for acceleration in such conveyance or encumbrance.

18. This Trust Deed shall secure . . . any future advances made by the Mortgagor, for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of

TWENTY THOUSAND AND NO/100THS----- *(Twenty thousand and no/100ths)* **Dollar** *(Dollars)* provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when ad-

28. The undersigned agree to pay to the Bridgewise Bank and Trust Company (Bank) on each monthly payment date an additional amount equal to one-half (1/2) of the annual assessments levied against the mortgaged premises, and one-twelfth (1/12th) of the annual premiums for insurance carried in connection therewith, paid prior to the date of recording of this instrument, and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Bank is authorized to use such amounts for the purpose of paying such assessments, or renewing insurance policies or paying premiums thereon, and in the event such monies are insufficient for such purpose, the undersigned agree to pay the Bank the difference remaining. It shall not be obligatory upon the Bank to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed requiring the Bank to advance other money for, and purposes into the bank incur any personal liability, for anything of whatsoever character.

REVIEWING THE BOUND OF THE DATA POINTS WHICH ARE NOT OF PURPOSE, AND CHECK THE BOUND ON THE DATA POINTS WHICH ARE NOT OF PURPOSE FOR ANYTHING IT MAY DO OR DON'T DO.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE
NOTE FILMED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY
THE SUCCEEDING NAME HEREIN BEFORE THE TRUST DEED IS FILED
FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been paid for.

878

~~Bridgeview Bank & Trust Company, Bryn Mawr, Illinois~~

By George Stachey

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Peter R. Haleas Attorney at Law
8105 W. 85th Street, Justice
7940 South Harlem Ave.
Bridgeview, IL 60455

STREET 7940 South Harlem Ave.
CITY Bridgeview, IL 60455

NAME Bridgeview Bank & Trust Company

89 AUGUST 1989

LETTER
they

"OFFICIAL SEAL"
EDWINA GASKIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires July 16, 1991

COOK

James E. Rodzak and Toni A. Rodzak
Dept. #2, 949 N. Mayfield Rd., Skokie, IL 60077-3879
RECEIVED
RECORDED
SEARCHED
INDEXED
FILED
CLERK'S OFFICE
COOK COUNTY CLERK
JULY 18 1989
Toni A. Rodzak
James E. Rodzak

EDWINA GASKIN

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THIS INDENTURE, made August 15,

1989

between James E. Rodzak and Toni A.

THE ABOVE PAGE FOR RECORD ONLY

TRUST DEED

89387985

