

UNOFFICIAL COPY

9 6 3

90608963

THIS INSTRUMENT made November 29th 1990
between SYLVIA TSIONES
3022 N. OSCOLA CHICAGO IL

herein referred to as Mortgagor and
DONALD J. JAWAK & SON
1226 W. CARMAR CHICAGO IL

herein referred to as Trustee, witness that Donald J. Jawak & Son are justly indebted to the legal holder of a principal promissory note... SIX THOUSAND NINE HUNDRED NINETY AND NO/100

Dollars and interest from 29-NOV-90 on the balance of principal to mature from time to time... ONE HUNDRED EIGHT AND 53/100

the 10TH day of each month... shall be due on the 10th day of DEC 2000... LAKESIDE BANK 2668 S. KING DR. CHICAGO, IL

the principal sum remaining unpaid... shall be due and payable at the place of payment... LAKESIDE BANK 2668 S. KING DR. CHICAGO, IL

NOW HERETOFORE to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed...

THE SOUTH HALF (1/2) OF THE EAST HALF (1/2) OF LOT FOUR (4) IN BLOCK ELEVEN (11) IN H.O. STONE'S SUBDIVISION OF THE EAST 60 ACRES OF THE NORTH HALF (1/2) OF THE NORTH EAST QUARTER (1/4) OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING NORTH OF BELMONT AVENUE IN COOK COUNTY, ILLINOIS.

which with the property hereinafter described is referred to herein as the premises
Permanent Real Estate Index Number(s) 12-25-210-014
Address(es) of Real Estate 3022 N. OSCOLA AVE., CHICAGO, IL

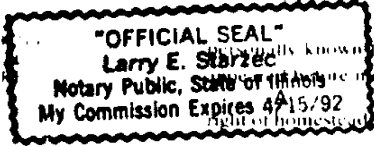
TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging... and all fixtures, apparatus, equipment or articles now or hereafter attached thereto...

TO HAVE AND TO HOLD the premises unto the said Trustee, or his successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth...

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 hereby are made a part hereof...

Witness the hands and seals of Mortgagors the day and year first above written
SYLVIA TSIONES (Seal)
PLEASE PRINT OFFICIAL NAME(S) BELOW SIGNATURE(S)

State of Illinois, County of COOK, I, the undersigned, a Notary Public in and for said County, DO HEREBY CERTIFY that SYLVIA TSIONES



IMPERSONATED or HELD OUT to be the same person whose name IS subscribed to the foregoing instrument, on this day in person and acknowledged that S E signed, sealed and delivered the said instrument as free and voluntary act...

Given under my hand and official seal, this 29TH NOVEMBER 1990
Commission expires 4-15-92
This instrument was prepared by LAKESIDE BANK 1338 S. MILWAUKEE AVE., LIBERTYVILLE, IL 60048
Maid this instrument to LAKESIDE BANK 1338 S. MILWAUKEE AVE., LIBERTYVILLE, IL 60048

OR RECORDER'S OFFICE BOX NO. 1505

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 HERE BEGINS:

UNOFFICIAL COPY

1. Mortgagors shall (1) keep and preserve in good condition and repair, without waste, (2) promptly repair or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (3) keep said premises free from mechanics liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof, (4) 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 give satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note, (5) complete within a reasonable time any building or rebuilding now or at any time in process of erection upon said premises, (6) comply with all regulations, orders, laws or municipal ordinances with respect to the premises and the use thereof, (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind storm under policies providing for payment by the insurance companies of moneys sufficient to completely 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 holder 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 Mortgagors 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 forfeiture affecting 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 attorneys' 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 so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or 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 Mortgagors.

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, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur or payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors 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 expenditures and 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, outlays for documentary and expert evidence, stenographers' charges, public auction costs and costs which may be estimated as to items to be expended, (hereinafter the decree of foreclosure all such abstracts of title, title certificates 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 all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent 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, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for 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 Mortgagors, 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 sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and without regard to the tenancy 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 Mortgagors, 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 whole of said period. 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 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 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,

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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of 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.

IMPORTANT

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

Trustee

00009963

ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

PURPOSE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR AGENT) THE ABILITY TO TAKE ANY ACTION THAT YOU WOULD TAKE YOURSELF IF YOU WERE ABLE TO DO SO. YOU MAY GRANT YOUR AGENT THE ABILITY TO TAKE ANY ACTION THAT YOU WOULD TAKE YOURSELF IF YOU WERE ABLE TO DO SO. YOU MAY GRANT YOUR AGENT THE ABILITY TO TAKE ANY ACTION THAT YOU WOULD TAKE YOURSELF IF YOU WERE ABLE TO DO SO.

Power of Attorney made this 15th day of May 1991

CHARLES W. ESTERICH
4022 N. CLEVELAND, CHICAGO, ILLINOIS 60630

hereby appoint
SHEILA L. ESTERICH
4022 N. CLEVELAND, CHICAGO, ILLINOIS 60630

as my attorney in fact (my agent) to act for me and in my name (in any way I could act in person) with respect to the following powers (as defined in Section 1.4 of the Statutory Short Form Power of Attorney for Property Law) (including all amendments) but subject to any limitations on or additions to the specified powers listed in paragraph 2 or 3 below.

(YOU MUST STRIKE OUT ALL ONE OR MORE OF THE FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO EXERCISE. FAILURE TO STRIKE OUT ONE OR MORE CATEGORIES WILL CAUSE THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE AGENT. TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH THE TITLE OF THAT CATEGORY.)

- (a) Real estate transactions (b) Retirement plan transactions (c) Business operations
(d) Financial institution transactions (e) Social Security, employment and military service (f) Borrowing transactions
(g) Stock and bond transactions (h) Leases (i) Estate transactions
(j) Transferable personal property transactions (k) Gifts (l) All other property powers and transactions
(m) Safe deposit box transactions (n) Claims and litigation
(o) Insurance and annuity transactions (p) Contingency and option transactions

(LIMITATIONS ON AND ADDITIONS TO THE AGENT'S POWERS MAY BE INCLUDED IN THIS POWER OF ATTORNEY IF THEY ARE SPECIFICALLY DESCRIBED BELOW.)

2. The powers granted above shall not include the following powers or shall be limited in the following particulars (if you may wish to add any limitations you deem appropriate, such as a prohibition or condition on the sale of particular stock or real estate or special rules on borrowing by the agent):

NOT APPLICABLE

3. In addition to the powers granted above, I grant my agent the following powers (here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or a vote or amend any trust specifically referred to below):

NOT APPLICABLE

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED BY THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE CHECK SELECTED. OTHERWISE IT SHOULD BE STRUCK OUT.)

4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decisions with any person or persons whom my agent may select, but such delegation may be amended or revoked by my agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED BY ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney. (THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU AT ANY TIME AND REMAINS IN EFFECT UNLESS AMENDED OR REVOKED. THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY WILL BECOME EFFECTIVE AT THE TIME THIS POWER IS GRANTED AND WILL CONTINUE UNTIL YOUR DEATH UNLESS A LIMITATION ON THE BEGINNING DATE OR DURATION IS MADE BY INITIATING AND COMPLETING EITHER (1) OR (2) OF THE FOLLOWING.)

6. () This power of attorney shall become effective on: NOT APPLICABLE

(Insert a future date or event, such as court determination of your disability, when you want this power to first take effect.)

7. () This power of attorney shall terminate on: NOT APPLICABLE

(Insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death.)

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

UNOFFICIAL COPY

8. If my agent named by me shall die, become legally disabled, resign or refuse to act, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent: JUDITH A. SIEB

IF YOU WISH TO NAME A GUARDIAN OF YOUR PERSON OR A GUARDIAN OF YOUR ESTATE, OR BOTH, IF THE COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO, (NOT SAY BY REFERRING TO THEM AS YOUR GUARDIAN(S) IN THE FOLLOWING PARAGRAPHS, THE COURT WILL APPOINT THE PERSON(S) AS GUARDIAN(S) OF YOUR PERSON OR YOUR ESTATE, AS THE COURT DEEMES APPROPRIATE, BUT ARE NOT REQUIRED TO, (YOUR NAME AS YOUR GUARDIAN(S) THE SAME PERSON(S) NAMED IN THIS FORM AS YOUR AGENT.)

9. If a guardian of my person is to be appointed, I nominate the following to serve as such guardian:

STEVEN E. FISHBEIN
(Insert name and address of nominated guardian of the person)

10. If a guardian of my estate (my property) is to be appointed, I nominate the following to serve as such guardian:

STEVEN E. FISHBEIN
(Insert name and address of nominated guardian of the estate)

11. I am fully advised as to all the contents of this form and understand the full import of this grant of power to my agent

Signed: [Signature]
DANIEL C. FISHBEIN

YOU MAY, BUT ARE NOT REQUIRED TO, REVOKE YOUR AGENT APPOINTMENT OR AGENT'S POWERS BY SPECIALLY DESIGNATED REVOCATION OR MODIFICATION OF THIS POWER OF ATTORNEY, YOUR OWN, COMPLETE AND VERIFIABLE SIGNATURE OPPOSITE THE SIGNATURE OF THE AGENT(S).

(Insert signature of agent (and successor))

I certify that the signature of my agent (and successor) are correct:

[Signature]
STEVEN E. FISHBEIN

[Signature]
DANIEL C. FISHBEIN

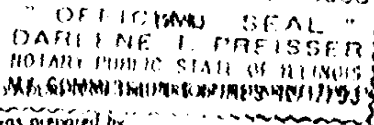
[Signature]
JUDITH A. SIEB

[Signature]
DANIEL C. FISHBEIN

THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS FURNISHED, UNDER THE FORM BELOW

Notary Public
My office is at Chicago, Ill.

The undersigned, a notary public in and for the above county and state, certifies that DANIEL C. FISHBEIN is to me to be the same person whose name is subscribed as principal in the foregoing power of attorney, appeared before me in person and acknowledged signing the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth, and certified in the presence of the signor(s) of the signor(s).



[Signature]
Notary Public

Any commission expires _____
THIS POWER OF ATTORNEY WILL BE EFFECTIVE UNLESS THE AGENT WILL HAVE POWER TO RECEIVE ANY IN (THIS) OF REAL ESTATE

Prepared by DEWEY P. MURPHY, JR.
24 W. ELLIS STREET, CHICAGO, ILL. 60604-2034

90608963