

761625

UNOFFICIAL COPY

90064348

TRUST DEED

The South Shore Bank  
7094 La Salle Street  
Chicago, Illinois 60620

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made DECEMBER 7 19 89, between MILAN GRBAVAC & JAGODA

GRBAVAC, 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 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 (\$180,000.00)-----

ONE HUNDRED EIGHTY THOUSAND AND 00/100----- 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 on the balance of principal remaining from time to time unpaid

IN ACCORDANCE WITH THE RATE OF INTEREST AND OTHER TERMS AND CONDITIONS AS SET FORTH IN THE NOTE SECURED HEREBY

until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1ST day of FEBRUARY, 2010. 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 NOTE 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 THE SOUTH SHORE BANK OF CHICAGO in said City.

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 the 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:

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

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, 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 and seal of Mortgagors the day and year first above written.

90064348

[SEAL] Milan Grbavac [SEAL]

[SEAL] Jagoda Grbavac [SEAL]

3859085

STATE OF ILLINOIS,

I, Mary C. McIntyre

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Milan Grbavac and Jagoda Grbavac, his wife

County of COOK

OFFICIAL SEAL

MARY C. MCINTYRE

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 4/7/98

are personally known to me to be the same person as 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 lawful act, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 7th day of December 1989

Mary C. McIntyre Notary Public

Form 809 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment.

DEC 20 '89 72-40-291 FI

Legal description affects property on Certificate 1410495 and other property

-90 064348 120422



UNOFFICIAL COPY

18. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Trust Deed and the Note.
19. All of the terms and provisions of the certain loan commitment, (as stated in the offer of the South Shore Bank of Chicago) dated November 30, 1989 addressed to and accepted by Milan Grbavac & Jagoda Grbavac as are not herein otherwise set forth and as are relevant and germane hereto and the loan evidenced by the within and foregoing Trust Deed and this rider thereto, are hereby incorporated herein and made a part hereof as though fully set forth and recited herein.
20. Additional Payment due hereunder: In addition to monthly payments of principal and interest there shall be due and payable hereunder, and paid, monthly deposits of funds equal to one-twelfth (1/12) of the last ascertainable bills for general taxes during each year the said Note shall be unpaid, such funds so paid shall be held by the Holder of said Note and used by said Holder to pay general taxes from time to time levied and due upon the real estate and improvements thereon given as security under said Note. No interest shall accrue in favor of or be or become due the maker hereof, or any of its beneficiaries upon any funds so deposited.
21. The proceeds of the loan secured by this mortgage will be used for the purpose specified in Paragraph 6404 (c) of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within purview of said paragraph.
22. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person except decree or judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

761625

90064348

# UNOFFICIAL COPY

## PARCEL 1

LOT TWENTY TWO (22) IN SOUTH CHICAGO GARDENS A SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER ( $\frac{1}{4}$ ) OF FRACTIONAL SECTION 7, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 27, 1962, AS DOCUMENT NUMBER 203077Z  
PERMANENT TAX ID.# 26-07-168-021  
COMMONLY KNOWN AS 2709 E. 96TH PLACE, CHICAGO, ILLINOIS

## PARCEL 11

LOTS 21 AND 22 IN THE SUBDIVISION OF BLOCK 6 OF THE CIRCUIT COURT PARTITIONS OF THE NORTH EAST QUARTER ( $\frac{1}{4}$ ) OF THE NORTH WEST QUARTER ( $\frac{1}{4}$ ) AND THE NORTH WEST QUARTER ( $\frac{1}{4}$ ) OF THE NORTH EAST QUARTER ( $\frac{1}{4}$ ) OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS  
PERMANENT TAX ID# 21-31-106-019-0000  
COMMONLY KNOWN AS 7937 S. MARQUETTE, CHICAGO, ILLINOIS

90064318

761625

Property of Cook County Clerk's Office