

UNOFFICIAL COPY

90122691



TRUST DEED

762431

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made ~~December~~ MARCH 1990, between THOMAS R. JABLONSKI and JANET JABLONSKI, 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 Twenty Three Thousand and no/100 (\$23,000.00) -----

----- 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 ~~December 1989~~ MARCH 1990 on the balance of principal remaining from time to time unpaid at the rate of 11 percent per annum in instalments (including principal and interest) as follows:

Two Hundred Sixty One and 42/100 (\$261.42) ----- Dollars or more on the 8th day of ~~January~~ April 1989 and Two Hundred Sixty One and 42/100 (\$261.42) --- 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 ~~December~~ MARCH 2005. 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 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 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 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 COUNTY OF AND STATE OF ILLINOIS, to wit:

LOT 13 AND 14 IN BLOCK 3 IN ORCHARD RIDGE ADDITION TO SOUTH HARVEY, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, ALSO THE EAST 16 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, BOTH IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17026 Jhon Hazel Crest, IL
PIN 29-30-130-029
29-30-130-030

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 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 other 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.

Thomas R. Jablonski [SEAL] _____ [SEAL]
Janet Jablonski [SEAL] _____ [SEAL]

STATE OF ILLINOIS, I, Barry J. Jablonski
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT THOMAS R. JABLONSKI and JANET JABLONSKI, his
wife,

who are personally known to me to be the same persons whose names 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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of March 1990.

[Signature] Notary Public

Notarial Seal

1300

7/19/81/15
SIA186111
Sae
HIT

90122691
-90 122691

MAIL TO:

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

Notarially
Assistant Secretary/Vice President

CHICAGO TITLE AND TRUST COMPANY,
Trustee

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTRUMENT NOTED SECURED BY THIS
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD.

762231

provisions of this trust deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed.
The release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any
16. 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 "notes" when more than one note is used.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through
Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the note when used in
herein given Trustee.

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 resignation, liability or refusal to act of Trustee, the then Recorder or Registrar of Titles in which this instrument shall have
persons herein designated as makers thereof.

13. Trustee shall release this trust deed and the lien thereon 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 hereon to and at the request of any
person who shall, either before or after maturity thereof, produce and exhibit to Trustee (the note, representing the debt, and all other documents
such successor trustee may accept as the genuine note herein described and which contains in substance with the description herein contained of the note and which purports to be placed
thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be placed
placed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never
been recorded or filed, it may accept as the genuine note herein described any note which purports to be executed by the

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the
signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust
deed or to execute any power herein given unless expressly obligated by the terms hereof, not to be held 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

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.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and
available to the party enforcing same in an action at law upon the note hereby secured.

9. Upon, or at any time after the filing of a bill to foreclose on a 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 the sale, without notice, without regard to the solvency or insolvency of
Mortgagees at the time of application for such receiver and without regard to the value 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 full
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 of redemption, whether there be redemption or not, as well as during any further time when Mortgagees, except for the
intervention of such receiver, would be entitled to collect such rents, issues, profits, and all other powers which may be necessary or are
usual in such cases for the protection, possession, control, management and preservation of the premises during the whole of said period. The
Court from time to time may authorize the receiver to apply the net income of this trust deed, or any tax, special assessment or other lien which may be or become
independently secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become
deficiency.

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 indebtedness additional to that evidenced by the note, with interest thereon, legal
representatives or assigns, as their rights may appear.

7. When the indebtedness hereby secured shall become due whether by acceptance or otherwise, holders of the note or Trustee shall have
the right to foreclose the lien hereon. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in
the decree for sale all expenses and costs 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, brokers' fees, and expert evidence, and costs of procuring all such abstracts of title, title searches and examinations,
may be estimated as to items to be expended after entry of the decree of foreclosure 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 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, and immediately due and payable, with interest thereon at a rate equivalent to the post maturity
rate set forth in the note securing this trust deed. If any, otherwise the promissory rate set forth therein, when paid or incurred by Trustee or
holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a
party, either as plaintiff, claimant or defendant, or by reason of this trust deed or any indebtedness hereby secured; or (b) preparation for the
continuance for the defense of any threatened suit, or proceeding which might affect the premises or the security hereof, whether or not
commencement of any suit for the foreclosure hereof or of any threatened suit, or proceeding which might affect the premises or the security hereof, whether or not

6. Mortgagees 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 Mortgagees, 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 (a) immediately in the case of default in
making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the
performance of any of the covenants of the Mortgagees herein contained.

5. The Trustee or the holders of the note hereby secured making any payment authorized relating to taxes or assessments, may do
according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill,
statement or estimate, and may, but need not, make any payment or perform any act hereinafter
required of Mortgagees 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 lien or claim thereon, or
redeem from any tax sale or foreclosure affecting said premises or contain any tax or assessment. All moneys paid for any of the purposes herein
authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or
holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter
concerning which action 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 a rate equivalent to the post maturity rate set forth in the note
securing this trust deed. If any, otherwise the promissory rate set forth therein, in fraction 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 Mortgagees.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter
renewal policies not less than ten days prior to the holders of the note, and in case of expiration,
defect all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver
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
secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee
by the insurance companies or moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness
lighting or windstorm and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment
5. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire,
to be maintained in accordance with the requirements of the applicable building codes and fire insurance laws, and shall keep all buildings and improvements
in good condition and repair, without waste, and free from mechanical 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
become damaged or be destroyed; (d) keep said premises in good condition and repair, without waste, and free from mechanical or other liens
or claims for lien not expressly subordinated to the lien hereof; (e) pay when due any indebtedness which may be secured by a lien or charge on

3. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire,
to be maintained in accordance with the requirements of the applicable building codes and fire insurance laws, and shall keep all buildings and improvements
in good condition and repair, without waste, and free from mechanical 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
become damaged or be destroyed; (d) keep said premises in good condition and repair, without waste, and free from mechanical or other liens
or claims for lien not expressly subordinated to the lien hereof; (e) pay when due any indebtedness which may be secured by a lien or charge on

2. Mortgagees shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may
become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical 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
become damaged or be destroyed; (d) keep said premises in good condition and repair, without waste, and free from mechanical or other liens
or claims for lien not expressly subordinated to the lien hereof; (e) pay when due any indebtedness which may be secured by a lien or charge on

1. Mortgagees shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may
become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical 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
become damaged or be destroyed; (d) keep said premises in good condition and repair, without waste, and free from mechanical or other liens
or claims for lien not expressly subordinated to the lien hereof; (e) pay when due any indebtedness which may be secured by a lien or charge on

011-2694