UNOFFIC

ACCOUNT NO.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made April 20

Abraham H. Bajtner and Deborah

1990 , between Deborah Bajtner, his wife

County of Cook , and State of Illinois , herein referred to as "Mortgagors", and THE FIRST COMMERCIAL BANK, an Illinois Banking Corporation, its successors and assigns, herein referred to as "Trustee", witnesseth: THAT, WHEREAS, the Mortgagors are indebted to the legal holder or holders of the Note hereinafter described in the principal

Six Thousand Four Hundred Eighty Four and 24/1.00ths sum of Six Thousand Four Hundred Eighty Four and 24/1.00ths

Dollars, evidenced by the said Note of the Mortgagors identified by the above account number, made payable to the order of and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum as provided therein from time to time until said Note is fully paid, provided that upon default in the prompt payment of any instalment all remaining instalments shall become due and payable and shall bear interest at 7% per annum, and all of said principal and interest being made payable at the Banking House of THE FIRST COMMERCIAL BANK in Chicago, Illinois, unless and until otherwise designated by the legal holder of said note.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and cald 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, do by these presents CONVEY and WARRANT unto the Trustee, its successors and

assigns, the following described Pes. Estate and all of their estate, right, title and interest therein, situated in the City of Chicago County of Cook and State of Illinois, to wit:

Lot 8 in Oliver Salinger and company's Kenilworth Avenue Addition to Rogers Park in the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 41 North, Range 13 East of the third Principal Meridian in Cook County, Illinois.

P.I.N. # 10-25-318-0255-0000

DEPT-01 RECORDING

TRAN 4122 05/09/98 09:35:00

19 *E *-90-21477B

COOK COUNTY RECORDER

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

TOCETHER with all improvements, tenements, resements, fixtures, and appurtenences thereto and here in belonging, and all rents, listures and precise thereof for so long and during all such times as Mortgagors may be entitled thereto (which are piedged primarily and on a parity with said real entire of drost secondarily).

TO HAVE AND TO HOLD the premises outso the Soid Trustee, its successors and assigns, forever, for the perspect, and upon the uses and trusts herein set forth, free from all rights and hencilis under and by virtue of the Hamestead Exemption Laws of the State of Illivois, which said rights and benefits under and by virtue of the Hamestead Exemption Laws of the State of Illivois, which said rights and benefits under and by virtue of the Hamestead Exemption Laws of the State of Illivois, which said rights and benefits under the Mortgagors do hereby expressly release and waive.

This Instrument Prepared by: Joseph G. Kozderka The First Commercial Bank 6945 N. Clark St. Chicago, Illinois 60626

90214773

This trust deed consists of two pages. The covenants, conditions and provisions appearing on the reverse side of this trust died 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 on the date first above written.	
* Clab N. Bat (SEAL)	~ Alboral Bartner
Abraham H. Bajtner	Deborah Bajtner
Danhaya Martin	

STATE OF ILLINOIS country of Cook ! Barbara Martin

a Notery Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Abraham H. Bajtner and Deborah Bajtner, his wife personally known to me to be the same person S subscribed to the foregoing

and acknowledged that they Instrument, appeared before me this day in

signed, scaled and delivered the said fractument as free and voluntary act, for the

uses and purposes therein set forth, includit BARBARA GIVEN under my hand and Notarial S NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 10-7-1993

л.в., 19 90

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS TRUST DEED:

- 1. Mortgagors shall (1) promptly repair, restors or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any buildings now or at any time in process of execution upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) reak no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagurs shall pay before any penalty staches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when disc, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protect, in the manner provided by statute, any tax or assessment which Mortgagors may desire to context.
- 3. Mortgagors shall keep all buildings and improvements now or herester aituated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indeherdness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies psychie, 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 holders of the note, and in case of insurance about to expire, shall deliver cenewal policies to 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 hereinbefore required of Mortgagors in any found and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encountrances, if any, and purchase, discharge, compromise or settle any tax lies or other prior lies or side or claim thereof, or redeem from any tax sale or forfetture affecting said premises or content any tax or assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the nortgaged promises and the lies hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness occurred hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inscion 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 '.' den of the note hereby secured making any payment hereby sutherized 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 iter 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 Mortgagors, all unpaid indeftedness accured 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 mathing to most of any instalment on the note, or (b) when 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 shalf acrome due whether by acceleration or otherwise, holders of the note or Trustre shall have the right to foreclose the lien hereof, there shall be allowed as a discluded as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustre or holders of the note for attorneys' fers, The acre's fees, appraiser's fees, outlays for documentary and expent evidence, stemographers' charges, publication costs and casts (which may be estimated us to items to be expended after entry of the decree; of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of he for may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had purround to such decree the true condition of the title to or the vine of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness necured hereby and immediately due and payable, with inter at the rest of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and hankroptcy proceeding by, 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 commenced: or (c) preparations for the commenced suit or proceeding which might all the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed an subject in the following order of priority: First, on account of all costs and expenses incident to the fore-closure proceedings, including all such firms as are mentioned in the preceding parage. Ferroff, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereou as berein provided; third, all principal and interest remaining unpaid on the note; 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 bill to foreclose this trust deed, the cour, in which such bill is filed may appoint a receiver of said premises. Such appointment may he made either before or after sale, without notice, without regard to the solvency or insulvency of Mot gage is at the time of application for such receiver and without regard to the then salue of the premises or wither the same shall be then occupied as a homestead or not and the Truster hereonide may be appointed as anch receiver. Such receiver shall have power to collect the rank issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale at deficiency; during the full statutory period of redemption, whether three be sedemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, we lid be entitled to collect such reuts, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operative of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net (necessary in bia hands in payment in whole or in part of: (1) The indebtedness recursed hereby, or by any decree foreclosing this trust deed, or any tax, apecial and deficiency.
- 10. No action for the enforcement of the lien or of any pravision hereof shall be subject to any defense which we the new be good and available to the party interposing same in an action at law upon the note hereby secured.
 - 11. Truster or the holders of the note shall have the right to inspect the pseudies at all reasonable times and access thereto axed on premitted for that purpose.
- 12. Trustee has no duty to examine the title, location, esistence, or condition of the premises, nor shall Trustee be obligated to see of this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or onussions bereunder, except in case of its own gross negligence or inconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it 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 indebted has be used by this trust deed has been fully paid; and Trustee may execute and deliver a release bereof to sod at the request of any person who shall, either before or after maturity thereof, pender, a weshibit to Trustee the 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 the described any note which conforms in substance with the description herein contained of the note and which purpose to be executed by the persons herein designated as the 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 fil at the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds, of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust. Instead the identical title, powers and authority as an 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

DELIVERY INSTRUCTIONS

MAIL TO

THE FIRST COMMERCIAL BANK

CLARK AT MORSE

CHICAGO, ILLINOIS 60626

STREET	ADDRESS	OF	PROPERTY	DESCRIBED	HEREIN