

TRUST DEED

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CITY OF

THE ABOVE SPACE FOR RECORDER'S USE ONLY

14.00

THIS INDENTURE, made May 10, 1990, between

George T. Dudzik and Mary Kay Dudzik, 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 (\$7,500.00)

Seventy Five Hundred -----No/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER OR Sandra M. Ivanelli

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 10, 1990 on the balance of principal remaining from time to time unpaid at the rate of 9.5 percent per annum in instalments (including principal and interest) as follows:

Seventy Eight -----33/100 Dollars or more on the 10th day of June 1990 and Seventy Eight -----33/100 (78.33) Dollars or more on the day of each 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 10th day of May 1995. 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 12 per annum, and all of said principal and interest being made payable at such banking house or trust company in Downers Grove 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 Sandra M. Ivanelli in said City, 3927 School Street, Downers Grove, IL 60515

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 City of Justice (COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Legal Description Attached hereto and made a part hereof.

P. I. N. 18-27-404-046-1007

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

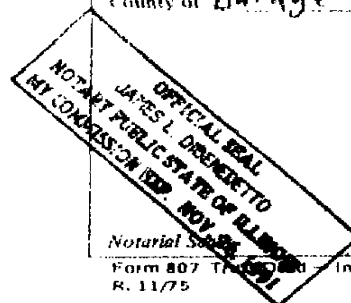
Mary Kay Dudzik [SEAL] George T. Dudzik [SEAL]

STATE OF ILLINOIS, I, James L. DiBenedetto a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT George T. Dudzik and Mary Kay Dudzik, his wife

who 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 10 day of May 1990

James L. DiBenedetto Notary Public



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7. Mortgages shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter situated on said premises insured against loss or damage by fire or assessment which Mortgages may desire to contest.

8. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan insured) under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder 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 renewed policies not less than ten days prior to the respective dates of expiration.

9. In case of default in the note, Trustee or the holder of the note may, but need not, make any payment or perform any act heretofore required of Mortgages 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 forfeiture affecting said premises or consent any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereon, 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 a rate equivalent to the post maturely rate set forth in the note securing this trust deed, if any, otherwise the post maturely rate set forth in the note.

10. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to a city bill, statement or estimate procured from the appropriate public office without inquiring into the accuracy of such bill, statement or estimate, or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereon.

11. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages, 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 one of the covenants of the Mortgages herein contained.

12. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, 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, appraiser's fees, notary's fees for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to them to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to protect such suit or to evidence to bidders in any sale which may be had pursuant to such decree the true condition of the title to or 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 maturely rate set forth in the note securing this trust deed, if any, otherwise the post maturely rate set forth in the note.

13. 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

14. Upon, or at any time after a bill to foreclose the lien hereon shall be filed in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of the bill, without notice to the society or insolvency of Mortgages 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 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 times when Mortgages, 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 usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of: (a) The period from time to time may authorize the receiver to apply the net income in payment in whole or in part of: (a) The deficiency in case of a sale and indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become due to the lien hereof; or of such decree, provided such application is made prior to the foreclosure sale; (b) The deficiency in case of a sale and deficiency.

15. 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 imposing same in an action at law upon the note hereby secured.

16. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

17. 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 exercise any power herein expressly obligated by the terms hereof, not be 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 satisfactory to it before exercising any power herein given.

18. 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, and at the request of any person who shall before or after maturity thereof, produce and exhibit 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 a successor Trustee, such successor Trustee may accept as the genuine hereon or which conforms with the description herein contained of the note, and which purports to be executed by a prior Trustee hereunder or which conforms with the description herein contained of the note, and which purports to be placed thereon by the person herein designated as the maker thereof; and where a release is requested of the original Trustee and it has never been recorded or filed, in case of 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 hereunder shall have the identical title, powers and authority as are herein given to Trustee.

19. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note, "note" when used in the instrument shall be construed to mean "notes" when more than one note is used.

20. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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

Identification No. \_\_\_\_\_  
CHICAGO TITLE AND TRUST COMPANY

ASSISTANT SECRETARY/ASSISTANT VICE PRESIDENT  
James L. DiBenedetto  
1440 Maple Ave., Suite 28  
Liste, IL 60322-4138  
PLACE IN RECORDER'S OFFICE BOX NUMBER

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

7660 S. Cork Road  
Justice, IL 60458

MAIL TO:

90236882

# UNOFFICIAL COPY

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763192

Legal Description of 7660 S. Cork, Justice, IL

Unit 7 as delineated on survey of that part of Parcel 'A'; in the plat of consolidation of Lots 1 and 5 (inclusive) in Gestaut's Resubdivision of Lots 1 to 22 (inclusive) in Daniel Gestaut's Addition to Justice, a Subdivision in the South East quarter of Section 27, Township 38 North, Range 12 East of the Third Principal Meridian; also, the vacated easements and streets in the aforesaid Gestaut's Resubdivision in Cook County, Illinois, described as follows:

Beginning at the South East corner of the North 757 feet of Parcel 'A'; thence Westerly along the South line thereof, a distance of 117.00 feet to a point; thence Northerly along a line parallel with and 117 feet Westerly from the East line of Parcel 'A' a distance of 325.00 feet to a point; thence Easterly along a line parallel with and 325 feet Northerly from the aforesaid South line of the North 757 feet of Parcel 'A' a distance of 117.00 feet to a point on the East line of Parcel 'A'; thence Southerly

along said East line a distance of 325.00 feet to the point of beginning, together with a percentage of the common elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with amended Declarations as same are filed of record pursuant to said Declaration, and together with additional common elements as such amended Declarations are filed of record, in the percentages set forth in such amended Declarations which percentages shall automatically be deemed to be conveyed effective on the Recording of each such amended Declaration as though conveyed hereby, in Cook County, Illinois.

P.I.N.: 18-27-404-046-1007

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