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COOK COUNTY, ILLINOIS FILED FOR RECORD 2 E 40-52056

TRUST DEED

1990 MAY 30 PM 3 01

90252056

763270

CTTC7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

15.00

87-201-55-28

THIS INDENTURE, made May 20, 19 90, Between PIOTR ZUBEK, A MARRIED PERSON

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 Instrument Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

THREE HUNDRED THOUSAND AND NO/100'S Dollars, evidenced by one certain Instrument 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 June 20, 1990 on the balance of principal remaining from time to time unpaid at the rate of * percent per annum in instalments (including principal and interest) as follows:

\$1,000.00-Principal plus interest at the rate of * Dollars or more on the 20th day of July 1990 and \$1,000.00-Principal plus interest at the rate of * Dollars or more on the 20th 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 20th day of June, 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 * 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 National Security 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 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 Cook AND STATE OF ILLINOIS, to wit:

SEE EXHIBIT A, ATTACHED HERETO

Lots 10 to 21 inclusive, in Block 3 in Western Avenue Blvd, addition to Chicago in the West 1/2 of the North West 1/4 of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NO. 20-06-102-048-0000

PROPERTY ADDRESS: 4139 S. Western, Chicago, Illinois 60609

*1% over prime floating with no minimum cap and no maximum cap

** BALLOON PAYMENT

*.....% per annum above The National Security Bank of Chicago's periodically announced Prime Rate which is based on the prime rate charged by Continental Illinois National Bank and Trust Company of Chicago. Said interest shall change from time to time automatically and simultaneously with each announced change in the Prime Rate, and interest shall be calculated on the basis of actual days elapsed over a 360-day year.

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, truder 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.

Piotr Zubek

[SEAL]

[SEAL]

Piotr Zubek

[SEAL]

[SEAL]

STATE OF ILLINOIS, County of Cook

I, Kim StawiarSKI

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT PIOTR ZUBEK, A MARRIED PERSON

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

"OFFICIAL SEAL" Kim StawiarSKI

Notary Public, State of Illinois My Commission Expires 11-23-91

Given under my hand and Notarial Seal this 20th day of May 19 90

Kim StawiarSKI

Notary Public

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14. In the event of the death or permanent removal from said Cook County of Trustee, or his refusal or failure to act then the Chicago Title and Trust Company of said Cook County is hereby made first successor in this Trust, and invested with all the title and the powers granted to said Trustee.

17. FUTURE ADVANCES. Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$100.00.

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 Mortgage, (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 Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate it, 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 Mortgage shall be a such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, 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 Mortgage and the Note. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. Any notice which either party here to may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Borrower at the property address or to the Lender at the address shown herein, or at such other place as may be notified in writing here to may be notified as a place for service of notice, shall constitute service of notice hereunder. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sum prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph (e) 7, 8 & 9 hereof. Lender shall pay to Borrower on the day monthly installments of principal and interest (the "Funds") equal to one-twelfth of the monthly taxes and assessments which may accrue on the property over the term of the Mortgage, and ground rents on the property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated and actually and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution and deposited or accounted for which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, premiums and ground rents, and ground rents, or anything and computing so holding and applying the Funds, analyzing and accounting, or anything and computing and assessments and bills, under Lender's sole discretion on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is in mind or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are also pledged as additional security for the sums secured by this Mortgage. If the amount of the Funds paid by Lender, together with the future monthly installments of principal and ground rents, shall exceed the amount required to pay said taxes, assessments, premiums and ground rents as they fall due, in such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof. Upon payment in full of all sums secured by this Mortgage, Lender shall promptly return to Borrower any funds held by Lender or the property or its estate, no later than immediately prior to the sale of the property or its estate, shall be returned to the person to whom the property is sold or the property is otherwise acquired by Lender, Lender shall promptly return to the person to whom the property is sold or the property is otherwise acquired by this Mortgage, all sums secured by this Mortgage, and the amount of the Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

19. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest (the "Funds") equal to one-twelfth of the monthly taxes and assessments which may accrue on the property over the term of the Mortgage, and ground rents on the property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated and actually and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution and deposited or accounted for which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, premiums and ground rents, or anything and computing so holding and applying the Funds, analyzing and accounting, or anything and computing and assessments and bills, under Lender's sole discretion on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is in mind or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are also pledged as additional security for the sums secured by this Mortgage. If the amount of the Funds paid by Lender, together with the future monthly installments of principal and ground rents, shall exceed the amount required to pay said taxes, assessments, premiums and ground rents as they fall due, in such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof. Upon payment in full of all sums secured by this Mortgage, Lender shall promptly return to Borrower any funds held by Lender or the property or its estate, no later than immediately prior to the sale of the property or its estate, shall be returned to the person to whom the property is sold or the property is otherwise acquired by Lender, Lender shall promptly return to the person to whom the property is sold or the property is otherwise acquired by this Mortgage, all sums secured by this Mortgage, and the amount of the Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

20. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any future advances.

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EXHIBIT A 9 0 2 5 2 0 5 6

LEGAL DESCRIPTION

Lots 10 to 21, inclusive, in Block 3 in Western Avenue Boulevard Addition to Chicago, in the West 1/2 of the North West 1/4 of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 4123-4153 S. Western Boulevard
Chicago, Illinois

P.I.N.: 20-06-102-048

Together with:
The South 1/2 of Lot 19 and the North 19 feet of Lot 20 and the South 6 feet of Lot 20 and all of Lot 21 in Stafford and Trankle's Boulevard Addition to Chicago, a Resubdivision of Part of Blocks 2, 3 and 4 in Western Avenue Boulevard Addition to Chicago, being a Subdivision of the South 1/2 of the West 1/2 of the West 1/2 of the North 120 acres of the North West 1/4 of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 4117-4121 S. Western Boulevard
Chicago, Illinois

P.I.N.: 20-06-102-008
20-06-102-009

Together with:
Lot 22 in Block 3 in Western Avenue, Blvd. Addition to Chicago in/Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 4155 S. Western Boulevard
Chicago, Illinois

P.I.N.: 20-06-102-022

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