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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 4

FRANK VASILJ and DENKA VASILJ, 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

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 at the rate FIRSKIX of per cent per annum in instalments (including principal and interest) as follows:

One Thousand Sever, Hundred Four and 90/100 (\$1,704.90) — Dollars or more on the lat day of October 19°01 and One Thousand Seven Hundred Four and 90/100 — Dollars or more on thereafter until said note is fully paid except that the final payment of principal 1st day of each north and interest, if not sooner prid, ball be due on the 1st day of September, 2005 (*) All such payments on account of the indebtedness eviden ed 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 per annum, and all of said principal and interest being made payable at such banking house or trust Illinois, as the holders of the note may, from time to time, Chicago, company in

in writing appoint, and in absence of such appointment, then at the office of Wolin-Levin, Inc., 1740 E. 55th Street in said City.

NOW, THEREFORE, the Mortgagors to secure the plyment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the plantage of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of O is I o' at in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successor and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CLTY OF Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 1 in Albert Chalstrom's resubdivision of Lots 1 to 11 in Block 5 in James Stinso subdivision of East Grand Crossings, a surdivision of the South West 1/4 of Section 5. Township 38 North, Range 14 East of the Third Principal Meridian, 7505-11 S. Ridgeland Avenue and 1733-39 E. 75th Street, Chicago Illinois Permanent Index No.: 20-205-303-001

(*) In addition to said final payment of interest and principal, in said final payment date there shall be due from the Mortgagors to the holder of the Note secured herely ar instalment equal to interest at the rate of Eleven Percent per annum on the principal balance due or said Note as of the date of disbursement thereof from the date of disbursement of said Note through and including the 31st day of August 1990.

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong or, 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 an a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon, sed to supply heat; gas, air, conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, incl. dir. without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stores and state. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed; the all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered and considered and

the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and or in 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 Linois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

304, a one-page Ridditions and provisions appearing on page 2 (the reverse side of

This trust deed consists of two pages. The coverants, 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. and seal 5 of Mortgagors the day and year first above written WITNESS the hand TENKIZ [SEAL] [SEAL]

! SEAL ! Poman STATE OF ILLINOIS SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY Cook Frank Vasil; and Denka Vasil; his wife,

whose name S are who are personally known to me to be the same person 5 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

they signed, scaled and delivered the said instrument as their "OFFICIAL SEAL SET of the uses and purposes therein set forth

RONALD B. ROMAN Given under my hand and Notarial Seal this Notary Public. State of Hitinois

Notary Public

Trust Deca - Individual Mortgagor - Sacuras One Instalment Note with Interest Included in Rayment Form 607

My Commission Expires 12/21/91

Notarial States where commence is a continued to

Page 1

THE COVENANTS, COND. TIONS AND DEBY ISIONS RIFTERED TO DEPAGE OTHER IN ERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become demaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other lients 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 in the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee of to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of crection upon said premises; (e) comply with all requirements, of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except is required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, 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 protest, in the manner provided by statute, any tax

2. Mortgagers shall pay before any genalty staches all general taxes, and shall pay special taxes, special taxes, special taxes, and stages, and earlier of the control of

11. Trustee of the holders of the note shall have the right to inspect the pictures at an mass have times and access invited shall reprose.

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 signatures on the note or trust deed, nor shall. Trust be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, par be liable or 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 t 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 subject of the request of any

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of solid lictory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to a local at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note; representing the 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 note herein described any note which bears an identification number our orting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original tru to and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may he presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as 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

persons herein designated as 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 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 idential title, powers and authority as are herein given Truste.

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 to: the payment of the indebtedness or any part thereof, whether or not such persons shall lave executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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 the release deed is issued. 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

the release deed is issued. Trustee or successor shall be entified 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.

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LENDER	THE INS	TALMENT	NOTE	SECURED	BY THIS
				BY CHICA	
				EFORE TH	IE TRUST
DEED IS F	ILED FOR	RECORD	.	2.4	

Identifica	ition No.
C	HOAGO TITLE AND TRUST COMPANY.
By /	Well Duly It Trustee.
1	ssistant Secretary/Assistant Vicespresident

TO: Harry S. Wolin	
 Cohon, Raizes & Regal	
208 S. IaSalle St., #1860 [Chicago, IL 60604	89 594(c)
 Chicago, IL 60604	
PLACE IN RECORDER'S OFFICE BOX NUMBE	R

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

UNOFFICIAL COPY 4

RIDER

ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED May 4, 1990, between Frank Vasilj and Denka Vasilj, his wife, referred to as "Mortgagors", and Chicago Title and Trust Company, an Illinois corporation, referred to as Trustee.

- The Mortgator shall have the right to prepay the note secured hereby in whole or in part at any time without notice and without penalty.
- If the First Party, without the prior written consent of the holder of the Note secured hereby, sells, assigns or transfers any right title or interest in or to the premises, or any party thereof, or otherwise disposes of or encumbers, by mortgage or otherwise, the premises, or any part thereof, then at the election of the holder of the Note secured hereby and without notice, the principal sum remaining unpaid on the Note secured hereby together with accrued interest thereon shall become at once due and payable.
- 19. This trust deed is junior to a certain trust deed dated October 31, 1979, recorded January 2, 1980, in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 25302362. dec Recon

UNOFFICIAL COPY

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TO COOK COUNTY CLORA'S OFFICE