

UNOFFICIAL COPY



TRUST DEED

1990 JUN 14 PM 2:53

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 4 19 90, between

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

--ONE HUNDRED FIFTY THOUSAND and 00/100 -- (\$150,000.00)----- 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 ~~thereon~~ 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:

One Thousand Seven Hundred Four and 90/100 (\$1,704.90)---- Dollars or more on the 1st day of October 19 90, and One Thousand Seven Hundred Four and 90/100----- Dollars or more on the 1st 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 1st day of September, 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 16% 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 Wolin-Levin, Inc., 1740 E. 55th Street, 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 City 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 Stinson's Subdivision of East Grand Crossings, a subdivision of the South West 1/4 of Section 25, 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, on said final payment date there shall be due from the Mortgagors to the holder of the Note secured hereby an instalment equal to interest at the rate of Eleven Percent per annum on the principal balance due on 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.

14.00

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 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 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 on 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, and a one-page Rider and the Rider incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand s/ and seal s/ of Mortgagors the day and year first above written.

Frank Vasilj

[SEAL]

Denka Vasilj

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS,

I, RONALD ROMAN

County of Cook

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Frank Vasilj and Denka Vasilj, his wife,

who are personally known to me to be the same person s/ whose name s/ 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

OFFICIAL Notary act for the uses and purposes therein set forth.

RONALD B. ROMAN Given under my hand and Notarial Seal this 14 day of JUNE 1990

Notary Public, State of Illinois My Commission Expires 12/1/91

[Signature]

Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE 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 damaged or be destroyed; (b) 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; (c) 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 of to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection 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 as required by law or municipal ordinance.

mailed certified or registered mail, return receipt requested, to Frank Vasilj, and Denka Vasilj, at 18427 Carriage Lane, Lansing, Illinois 60438, or such other address as they may from time to time designate in writing, itemizing the default with specificity, and if the defaults are not cured within the 30-day period following the date of mailing of said notice, then

general public liability insurance against claims for injury or death occurring upon, in or about the premises affording protection to the Trustee hereunder and such others as the holder of the note secured hereby designates, in such reasonable amounts as the holder of the note secured hereby from time to time designates.

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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. 702352
CHICAGO TITLE AND TRUST COMPANY
By *[Signature]* Trustee
Assistant Secretary/Assistant Vice President

MAIL TO: Harry S. Wolin
Cohon, Raizes & Regal
208 S. LaSalle St., #1860
Chicago, IL 60604
89 574(c)
993

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

PLACE IN RECORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY**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.

17. The Mortgagor shall have the right to prepay the note secured hereby in whole or in part at any time without notice and without penalty.

18. 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 part 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.

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

Clerk of Cook County, Illinois

Property of Cook County Clerk's Office