

TRUST DEED

-90-373142

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 18 19 90, between

ZIVKO SKVAZA and LUCIANA SKVAZA, 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

FIFTEEN THOUSAND and no/100 (\$15,000.00)-----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 from July 18, 1990 on the balance of principal remaining from time to time unpaid at the rate of Ten (10) percent per annum in instalments (including principal and interest) as follows:

One Hundred Twenty Five (\$125.00)-----Dollars or more on the 18th day of August 19 90 and One Hundred Twenty Five (\$125.00)-----Dollars or more on the 18th 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 18th day of July, 1993. 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 fourteen per annum, and all 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 c/c Savings Acct.#504-315-8, in said City, National Bank of Greece, Chgo Branch, S.A., 168 N. Michigan, Chgo, Ill.

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 & Skokie Village res- COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 40 in Oliver Salinger and Company's Lincoln Avenue Sub-division; being a subdivision of that part of the South 1/2 of the West 1/2 of the East 1/2 of the North East 1/4 of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.T.N. 13-12-224-014-0000; commonly known as 2514 West Berwyn, Chicago, IL (PROPERTY No. 1)

AND OTHER PROPERTY AS PER ATTACHED EXHIBIT "A"

DEPT OF RECORDING (No. 2) \$14.25  
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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 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 s and seals of Mortgagors the day and year first above written.

ZIVKO SKVAZA

LUCIANA SKVAZA

STATE OF ILLINOIS,

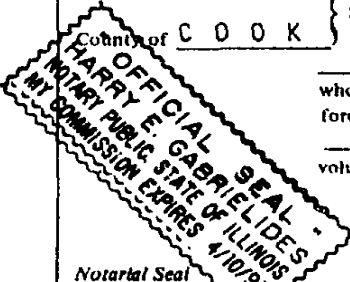
I, Harry E. Gabrielides

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ZIVKO SKVAZA and LUCIANA SKVAZA, his wife,

who are 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 own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of July 19 90.

Harry E. Gabrielides Notary Public



Notarial Seal

1237593B  
S/S

SALES

**UNOFFICIAL COPY**

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
1.2514 West Berwyn, Chgo, Ill.  
Lackwood, Skokie, Ill.

MAIL TO:  
Harry E. Gabrielides  
Attorney at Law  
5711 North Lincoln Avenue  
Chicago, Illinois 60659

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

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm, where the lender is required by law to have its loan insured under policies providing for payment of the insurance company of monies sufficient to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or 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 renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter 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 prior lien or claim in respect to or from any tax as so forfeited affecting said premises or consent any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, 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 maturity rate set forth in the note securing this trust deed. If any, otherwise the promaturity rate set forth therein. Inaction 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 mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized 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, lien or claim thereon.

6. Mortgages shall pay each year to the holders of the note or interest, both principal and interest, when due according to the terms hereof. At the option of the holders of the note or interest, in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the performance of any of the covenants of the Mortgages herein contained.

7. 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 hereof. In any suit to foreclose the lien hereof, 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 a lawyer's fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to produce such suit or to evidence to bidders at 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 maturity rate set forth in the note securing this trust deed. If any, otherwise the promaturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including foreclosure and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant, or by reason of this trust deed or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure of such right to foreclose whether or not actually commenced; or (c) preparation for the commencement of any suit for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. 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.

9. Upon, or at any time after the filing of a bill to foreclose the trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after a trust deed, without notice, without regard to the solvency 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 so 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 period when Mortgages, except for the full period of redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part thereof. The Court from time to time may authorize the receiver to apply the net income (as in his hands in payment in whole or in part) of the said premises in such cases for the protection, possession, control, management and operation of the premises during the whole or in part thereof. The receiver shall also 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 period of redemption, whether there be redemption or not, as well as during any further period when Mortgages, except for the full period of redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part thereof. The receiver shall also 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 period of redemption, whether there be redemption or not, as well as during any further period when Mortgages, except for the full period of redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part thereof. The receiver shall also 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 period of redemption, whether there be redemption or not, as well as during any further period when Mortgages, except for the full period of redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part thereof.

10. 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 interposing same in an action at law upon the note hereby secured.

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

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 signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power hereunder expressly obligated by the terms hereof, nor be liable, for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may rely upon satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof, and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor Trustee, thereon by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purposes to be executed by the person herein designated as the maker thereof, it may accept as the genuine note herein described any note which bears an identification number reporting to be placed on the note and which purposes to be placed on the note and which conforms in substance with the description herein contained of the note and which purposes to be executed by the person herein designated as the maker thereof, and where the release is requested of the original maker 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 be presented and which conforms in substance with the description herein contained of the note and which purposes to be executed by the person herein designated as makers thereof.

13. Trustee shall release this trust deed and the lien hereof 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 hereof, and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor Trustee, thereon by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purposes to be executed by the person herein designated as the maker thereof, it may accept as the genuine note herein described any note which bears an identification number reporting to be placed on the note and which purposes to be executed by the person herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county 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 this instrument shall have been recorded or filed, shall be deemed to be Trustee hereunder until a new Trustee is appointed and qualified to act as Trustee hereunder. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. 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 who have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "note" 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 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.

032342

EXHIBIT "A"

CONTINUATION OF TRUST DEED TO WHICH THIS EXHIBIT "A" IS ATTACHED

17. Mortgagors and either of them shall not sell, convey, assign, hypothecate or otherwise encumber hereafter either or both of the properties hereby conveyed by Mortgagors to Trustee, nor they or either of them make any conveyance of title to either or both of said properties to any person, firm or corporation or trustee, nor in any way effect a change of ownership, or any interest therein, whether by articles of agreement for warranty deed or trustee's deed or otherwise, for as long as any part of the indebtedness secured hereby is not fully paid; and in the event that either or both of Mortgagors do any act or deed prohibited by the terms of this paragraph, such act or acts shall cause the entire sum due to the holders of the note secured hereby to become due and payable.

WITNESS the hands and seals of Mortgagors the day and year first above written.

*Zivko Skvaza*

ZIVKO SKVAZA

*Luciana Skvaza*

LUCIANA SKVAZA

90373142

Lot 16 and the North 20 feet of Lot 15, in Block 6 in Metropolitan's Laramie Niles Center Road Gardens Subdivision being a subdivision of Lots 1 to 6, both inclusive, in Huxhold's Addition to Niles Center being a subdivision of that part of the South East quarter of the North West Quarter of Section 28, Township 41 North, Range 13, East of the Third Principal Meridian, lying South of the South line of lands of Ludwig and North of the South line of Michael Nelleson, including also the 36 rods South of and adjacent to the North 24 rods of the West 22 rods of the South West Quarter of the North East Quarter of said Section 28, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.T.N. 10-28-126-022-0000

763978

Commonly known as 7656 North Lockwood Avenue, Skokie, IL 60076

*Zivko Skvaza*

ZIVKO SKVAZA

*Luciana Skvaza*

LUCIANA SKVAZA