

# UNOFFICIAL COPY

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**TRUST DEED**  
768793

**91640252**

CRIC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 30 19 91, between Gerald T. Zarembski & Sharon M. Zarembski, hw/jt

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 THIRTY SIX THOUSAND FIVE HUNDRED EIGHTY TWO & 10/100's Dollars.

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which said Note the Mortgagors promise to pay the sum of 136,582.10 including interest in instalments as follows:

ONE THOUSAND EIGHT HUNDRED TWENTY NINE & 22/100 Dollars or more on the 5th day of January 1992, and ONE THOUSAND EIGHT HUNDRED TWENTY NINE & 22/100 on the same 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 5th day of December 1996.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by their present 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:

Lot 179 in Clearview Estates Unit Number 3, a subdivision of part of the Southeast 1/4 of Section 3, Township 16 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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DEPT-01 RECORDING  
174444 TRAM 7000 12/03/91 144316 \$1  
0000 + 0 - 01 - 640252  
COOK COUNTY RECORDER

27-03 - 410 - 001

14111 Sod. Williams St.

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

TOGETHER with all improvements, encumbrances, 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 a gas unit or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, door coverings, linens, beds, swings, gloves 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 terms 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 of \_\_\_\_\_ and seal S of Mortgagors the day and year first above written.

Gerald T. Zarembski

Sharon M. Zarembski

STATE OF ILLINOIS.

Warren M. Peltier

County of DuPage ss. Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gerald T. Zarembski & Sharon M. Zarembski hw/jt

OFFICIAL SEAL  
Warren M. Peltier  
Notary Public, State of Illinois  
14111 Sod. Williams St.  
Chicago, Illinois 60648

prepared by EBM P.O. Box 641 Worth, IL 60482-0671 personally known to me to be the same person S whose name S are subscribed to the instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and given under my hand and Notarial Seal this 30th day of November 1991.

Notarial Seal

Warren M. Peltier

Notary Public

13.00

# UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO IN PARAGRAPH 1 OF THIS TRUST DEED:

1. Mortgagor 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 encumbrances or other liens or claims for ten not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by such or charge on the premises superior to the lien hereof, and upon request execute satisfactorily evidence of the discharge of such indebtedness; (d) Trustee or to the holder of the note; (e) comply within a reasonable time any building or building code or any other law or ordinance applicable to such premises; (f) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (g) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special or 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 holder of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor 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 companies satisfactory to the holder of the note, under insurance policies payable in case of loss or damage, to 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 holder of the note, and in case of loss or damage about to occur, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. Mortgagor shall pay each item of indebtedness herein mentioned, when due according to the terms thereof. At the option of the holder of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall constitute anything in the nature of or in this Trust Deed to the contrary, become due and payable immediately upon demand made by the holder of the note in making payment of any installment on the note.

5. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder 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 as a part of the total indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the holder of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documents and expert evidence, transportation, and other expenses, and costs of suit (which may be estimated at 10 cents for every dollar of the decree) and all such amounts shall be added to the principal and interest secured by this mortgage policy, taxon certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary to protect such part of the evidence to holders of the note, and the proceeds of such sale shall be distributed to such holder of the note.

6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First on payment 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, with interest thereon as provided; fourth, legal representatives or assigns, as their rights may appear.

7. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court, when a bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, as though regard to the solvency or insolvency of Mortgagor 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 period when Mortgagor, 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 are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in the hands or payment of whole or in part of (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the sale and the deficiency in case of a sale and deficiency.

8. 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.

9. Trustee or the holder of the note shall have the right to inspect the premises and to make any repairs and improvements which may be permitted for that purpose.

10. Trustee has no duty to examine the title, location, existence or condition of the premises, nor to inquire into the validity of the signature or the identity, capacity, or authority of the signatories in the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated to do so 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 its agents or employees of Trustee, and it may act, as authorized hereunder, to its best advantage without exercising any power herein given.

11. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation to satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may, at its own option, or release hereof to and at the request of any person who shall, either 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 or refuse without inquiry. When 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 conforming to be placed thereon by a prior trustee hereunder or which conforms in substance with the description of such note contained in the note and which conforms to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note any note which may be presented and which conforms in substance with the description herein contained of the note, in which case the person to be executed by the person herein designated as maker thereof.

12. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the County of Cook, in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then holder of the note of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the same title, powers and authority as are herein given Trustee.

13. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under it, through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons that all persons that all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

14. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by a Trustee 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

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

Identification No. **758793**  
CHICAGO TITLE AND TRUST COMPANY, INC.  
By **Debra J. [Signature]**  
Assistant Secretary

MAIL TO: EBM  
P.O. Box 671  
Worth, Il. 60482-0671

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

PLACE IN RECORDER'S OFFICE BOX NUMBER