

91110399

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TRUST DEED AND NOTE

Loan No. C/A. #128-4

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Chicago, Cook County of Cook and State of Illinois for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to Family Federal Savings of Illinois of Cicero, Cook County of Cook and State of Illinois the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois to wit: The West half of Lot 15 in block 19 in F. H. Bartlett's Chicago Highlands in the Northeast quarter of the Northeast quarter of Section 19, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, Commonly known as: 6459 W. 64th Street - Chicago, Ill. 60638

Permanent Index No. 9-19-211-034-0000

DEPT. OF REVENUE 113.29  
16444 1800 1121-034-1991-13142:00  
61494 6 12 1800 1121-034-1991-13142:00  
COOK COUNTY RECORDER

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior incumbrances and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of Grantors to comply with any of the above covenants, then grantor is authorized to attend to the same and pay the bills therefor, which shall with 5% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to reconvey the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, incumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the foregoing obligation, to-wit:

PROMISSORY NOTE

91110399

\$17,849.40 Chicago Illinois 3/4 1991  
(Amount of Note) (City) (State) (Date)

For value received, the undersigned promises to pay to the order of Family Federal Savings of Illinois at its office, or at the office of the holder hereof, the sum of SEVENTEEN THOUSAND AND NO/100 Dollars,

to be paid in 84 monthly installments of \$212.85 Dollars each, beginning on the 1st day of APRIL 1991 and a like installment on the same date in each month thereafter until this note is paid in full. Failure to pay any one or more of said installments promptly when due (time being of the essence in this transaction) shall, at the option of the holder hereof, immediately mature the entire unpaid balance, with interest recalculated at the highest rate allowed by law in this State and said recalculated amount shall thereafter bear interest at the highest rate allowed by law in this State. If this note is placed in the hands of an attorney for collection, the undersigned agrees to pay in addition to said principal and interest, reasonable attorneys' fees and cost. The undersigned agrees to pay a late charge, not exceeding 5c for each dollar of each payment more than 15 days in arrears, but not in excess of \$5.00, in respect to any one such late charge payment. Further to secure the payment of this note, the undersigned hereby, jointly and severally, irrevocably, authorize and empower any attorney at law of any Court of record to appear for him, them, or either of them, in any Court, at any time, and confess a judgment without process against him, them, or either of them, in favor of the legal holder, for such sum as may appear to be unpaid, with interest, costs, and reasonable attorneys' fees, and to waive and release all errors and consent to immediate execution, hereby ratifying and confirming all that said attorney may do by virtue hereof, and hereby waive all right of appeal from such judgment. The undersigned, including makers, endorsers, guarantors, assignors and sureties join in this note, jointly and severally, hereby bind themselves, their personal representatives, heirs and successors, and jointly and severally, agree to all extensions and waive presentment for payment, demand, protest and notice of protest for nonpayment of this note, and hereby waive all homestead or exemption rights and valuation laws and hereby authorize the holder hereof to claim such right and subject the same to the payment of this note. If this note is given for the improvement of any real estate, the lien for such improvement is not extinguished by the giving of this note, but may be claimed by or for the holder hereof. "The undersigned" as used herein, includes the singular and plural and the masculine, feminine and neuter.

PROMISSORY NOTE PAYABLE AT THE  
FAMILY FEDERAL SAVINGS  
OF ILLINOIS  
5217-25 W. 25TH STREET  
CICERO, ILLINOIS 60680

Thomas J. Kucharski (SEAL)  
Lorraine C. Koz (SEAL)  
June S. Kucharski  
+ Thomas P. Koz

R3-228-\$  
REI TITLE SERVICES #

UNOFFICIAL COPY

Trust Deed and Note

THOMAS J. KUCHARSKI AND JUNE L. KUCHARSKI

FRANK C. KOZ and LORRAINE E. KOZ

TO

FAMILY FEDERAL SAVINGS OF ILLINOIS

This instrument was prepared by:

Caroline M. Grunert

Family Fed'l Savings  
5385 W. 25th St.  
Chicago, IL 60650

Property of Cook County Clerk's Office



STATE OF Illinois }  
Cook County, Ill.

I, Caroline M. Grunert, a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that Thomas J. Kucharski and June L. Kucharski, personally known to me to be the same person whose name 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 voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial Seal this 4th day of March, A. D. 1991.

*Caroline M. Grunert*  
Notary Public.

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