

THIS ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 26 19 91, between

JOHN PAICU III AND PAMELA A. PAICU, his wife , herein referred to as "Mortgagors," and DOWNERS GROVE NATIONAL BANK, A National Banking Association located in Downers Grove, Illinois herein referred to as TRUSTEE, witnesses: THAT, WHEREAS, the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of

ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100----- Dollars (\$ 175,000.00),

evidenced by one certain Installment Note herein referred to as "Note" of the Mortgagors of even date herewith, made payable to Bearer and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of Prime + 2.00 % per annum in installments as follows:

***** Dollars (\$ *****),

on the ***** day of ***** , 19** and ***** Dollars (\$ *****),

on the ***** 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 XXXX day of UNTIL FULLY PAID

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 installment unless paid when due shall bear interest at the rate of Prime + 2.00 % per annum, and all of said principal and interest being made payable in lawful money of the United States of America at the office of the Downers Grove National Bank, Downers Grove, Illinois or to such place as the legal holder thereof may from time to time appoint in writing.

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 agreement 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 2 IN THE RESUBDIVISION OF BLOCK 12 IN ORIGINAL TOWN OF BLUE ISLAND (FORMERLY PORTLAND) IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

91380803

PIN #25-31-305-008

DEPT-01 RECORDINGS 413.00
TR0000 TRAN 7217 07/30/91 11:20:00
19581 IF * 91-380803
COOK COUNTY RECORDER

This instrument was Prepared by
M. S. Masters, Downers Grove National Bank
Main & Curtiss, Downers Grove, IL 60515

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

TOGETHER with all buildings, 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, 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.

It is Further Understood and Agreed That:

- Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) 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 or to Holders of the Note; (4) comply within a reasonable time any building or building laws or any laws in process of enactment upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance or as authorized by the Holders of the Note.
- 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 or assessment which Mortgagors may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm and such other hazards or contingencies as the Holders of the Note may require under policies providing for payment by the insurance companies of moneys 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 Holders 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 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. In case of loss, Trustee may, but need not, collect and accept for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.
- Mortgagors shall keep all buildings or improvements and the "premises" insured against flood hazards under the National Flood Insurance Program as provided for in the Flood Disaster Protection Act of 1973.

\$13.00

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4. In case Mortgagee shall fail to perform... 5. Trustee of the Holders of the Note hereby secured... 6. Mortgagee shall pay each item of indebtedness... 7. When the indebtedness hereby secured shall become due... 8. The proceeds of any foreclosure sale... 9. Trustee or at any time after the filing of a bill... 10. No action for the enforcement of the lien... 11. Trustee or the Holders of the Note shall have the right... 12. Trustee has no duty to examine... 13. Trustee shall release this Trust Deed... 14. Trustee may resign by instrument in writing... 15. This Trust Deed and all provisions... 16. Without the prior written consent... 17. To further secure the obligation... 18. If any Mortgagee is a corporation...

WITNESS the hand... and seal... of Mortgagee the day and year first above written.

(SEAL) (SEAL) (SEAL) Pamela A. Palcu (SEAL)

John Palcu III the undersigned... a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT County of Dupage John Palcu III and Pamela A. Palcu

who are personally known to me to be the same person as whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the same as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

OFFICIAL SEAL Julie Witherspoon Notary Public, State of Illinois My Commission Expires April 24, 1993

GIVEN under my hand and Notarial Seal this 23rd day of July A.D. 1991. Julie Witherspoon Notary Public.

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 72814 DOWNERS GROVE NATIONAL BANK, as Trustee. by Brian P. Dolan

ID NAME DOWNERS GROVE NATIONAL BANK
E STREET Main at Curtiss Street
I CITY Downers Grove, Illinois 60515
V
E
R OR
Y INSTRUCTIONS
RECORDERS' OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 13104 S. Hoyne Blue Island, IL

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