



TRUST DEED

UNOFFICIAL COPY

92801967

771987

92801967

CTTC 33

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 27 19 92, between Anna Przybyz

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

29926.02 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 29926.02 Including interest in Instalments as follows:

Four hundred fifty dollars and NO/100 Dollars or more on the 2nd day of December 19 92, and Four hundred fifty dollars Dollars or more 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 2nd day of November 2007

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

PARCEL 1: UNIT 21-C AS DEMONSTRATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOTS 12 TO 21, BOTH INCLUSIVE, IN CEDAR RUN SUBDIVISION, BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 1971 AS DOCUMENT 21660895 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF OWNERSHIP MADE BY TEBTON CORPORATION, A CORPORATION OF DELAWARE, RECORDED IN THE OFFICE OF THE RECORDER AS DOCUMENT 22130390 TOGETHER WITH AN INDIVIDED 2.4185 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AS SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS. PARCEL II: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS DATED NOVEMBER 3, 1972, RECORDED NOVEMBER 3, 1972 AS DOCUMENT 22109221.

PIN#03-04-204-073-1039

Prepared by Victoria Frank 5344 W Addison Chicago, IL 60641-92-801967

DEPT-01 RECORING \$23.50 74444 TRAN 0076 10/28/92 12:36:00 LOCK COUNTY RECORDER

with, 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 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 and seal of Mortgagors the day and year first above written.

Anna Przybyz | SEAL | 23.50

STATE OF ILLINOIS, I, the undersigned SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT Anna Przybyz

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

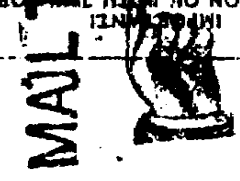
Given under my hand and Notarial Seal this 27th day of October 19 92. OFFICIAL SEAL VICTORIA I. FRANK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/0/96 Victoria Frank Notary Public

UNOFFICIAL COPY

MAIL TO: 171 No. Clark St. Chicago, Ill. 60601
Chicago Title and Trust Company

FOR RECORDERS INDEX PURPOSES
INSERT STRAIGHT ADDRESS OF ABOVE
DELISTING AGENCY NAME:
CHICAGO TITLE AND TRUST COMPANY
Identification No. 11987
BY: [Signature]

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



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

1. Mortgagee 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 which he may be held liable; (c) pay when due any indebtedness which may be secured by a lien in charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of such payment to Trustee or to the holder of the note; (d) comply with all requirements of law or municipal ordinance 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.

2. Mortgagee shall pay taxes and any other charges on the premises when due, 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 the holder of the note a duplicate receipt therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee 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 name insured under policies providing for payment of the insured amount to the lender or to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in comparison hereto, 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 clauses to be attached to each policy, and shall defend all policies, including additional and renewal policies, to holders of the note, and in case of insurance amount to expire, shall deliver to the holders of the note a copy of the policy and of the proceeds thereon, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Deed to the contrary, become due and payable immediately, less unearned charges, in the case of default in making payment of any installment on the note.

4. 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 incurred by or on behalf of Trustee or holder of the note for attorney's fees, Trustee's fees, appraiser's fees, utilities for documents, and expert evidence, stenographer charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) and other expenses in connection with the foreclosure proceedings, and further date and assurance with respect to the note as Trustee or holder of the note may deem to be necessary either to prosecute such suit or to evidence to bidders as any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: (1) first, on account of all costs and expenses incidental 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 in Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after, the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver or receiver in said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvent or insolvent condition of the mortgagor, and without regard to the lien 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 deficiency, during the full period of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or useful 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 his hands in payment in 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 a lien superior to the lien hereof, or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

7. No action for the enforcement of the terms 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.

8. Trustee or holder of the note shall have the right to inspect the premises at all reasonable times and access thereto when he is permitted for that purpose.

9. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature or the identity, capacity, or authority of the mortgagor or any person herein named as lender or borrower, or to ascertain the extent of any indebtedness secured by this trust deed and the lien hereof, and the lien hereof is not to be affected by any power or interest 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 as true, without inquiry. Where a release is requested of a successor trustee, such successor trustee shall accept as the genuine note herein described any note which conforms with the description hereof contained in the original trust deed and which purports to be placed thereon by a prior trustee hereunder or which conforms in substance with the description hereof contained in the original trust deed and which may be executed by the person herein designated as the maker thereof, and which conforms in substance with the description hereof contained in the original trust deed and which purports to be executed by the person herein designated as makers thereof.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles 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 the premises are situated shall be Successor in Trust hereunder and shall have the identical title, powers and authority as are herein given Trustee.

11. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note or for the principal of the note or for the interest thereon, whether or not such persons shall have executed the note or the "note" when used in this instrument shall be construed to mean "notes", "notes" which more than one note is used.

12. 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 services or services performed in effect when the 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.