



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 21, 1990, between DOUGLAS MOLSKI and CAROL W. MOLSKI, his wife,

herein referred to as "Mortgagors," and W. Bradley Whitaker, Jr. and Joy F. Whitaker, 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 Eighty Thousand Dollars (\$80,000.00),

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF W. BRADLEY WHITAKER, JR. and JOY F. WHITAKER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date hereof on the balance of principal remaining from time to time unpaid at the rate of zero percent per annum in instalments (including principal and interest) as follows: on demand

until said note is fully paid... All such payments on account of this indebtedness shall be made by check payable to the order of the legal holders of the note... per month and all of said principal and interest being made payable at such banking house or trust company in 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 W. Bradley Whitaker, Jr. in said City; and Joy F. Whitaker, 208 River Rock Circle, Smiths, Alabama 36877

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 Tinley Park, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 1 in Timber's edge Unit 11C being a subdivision of the North Half of Section 34, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois

DEPT-11 RECORDING 423.50 142222 TRAM 2218 04/20/92 14 45:00 42287:4E 42-257089 COOK COUNTY RECORDER

P. I. N. 27-34-105-001-0000

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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, madder 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 a 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 uses, 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.

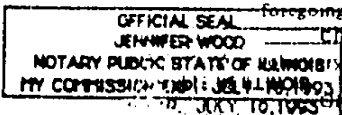
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESs the hand s and seal s of Mortgagors the day and year first above written.

Douglas Molski [SEAL] Carol W. Molski [SEAL]

STATE OF ILLINOIS, I, Jennifer Wood, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Douglas Molski and Carol W. Molski, his wife,

who are personally known to me to be the same person s whose name s 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 free and



done under my hand and Notarial Seal this 21st day of May, 1990.

Notary Seal

[Signature] Notary Public

Handwritten initials and number 2350

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 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 to pay the cost of replacing or repairing 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 for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause in a trust deed to Trustee; (b) keep said premises in good condition and repair, without water, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises referred to in this hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee in full holder of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances 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. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages 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 to pay the cost of replacing or repairing 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 for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause in a trust deed to Trustee; (b) keep said premises in good condition and repair, without water, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises referred to in this hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee in full holder of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances 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.

4. In case of default hereunder, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder requested 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 title or claim thereon, or authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money paid for any of the purposes herein set forth in any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

5. The Trustee or the holder of the note hereby secured making any payment hereunder authorized relating to taxes or assessments, may do so as a matter of right if they are accruing to them on account of any default hereunder on the part of Mortgages.

6. Mortgages shall pay to the Trustee or the holder of the note, when due according to the terms hereof, the principal of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed, together with interest thereon, both principal and interest, when due according to the terms hereof, and in case of default shall, in addition to the principal and interest, pay to the Trustee or the holder of the note, when due according to the terms hereof, the cost of collection, including attorney's fees, and any other money paid for any of the purposes herein set forth in any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

7. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, the 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 expenses, and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be extended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, forms, certificates, and similar data and summaries with respect to title as Trustee or holders of the note may deem to be reasonably necessary, either to procure such data and summaries or to evidence to the satisfaction of the court that the title to the property is in good 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 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 promissory rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with this trust deed, including program and bank charges, including program and bank charges, and all other expenses, and all other powers which may be necessary, or the holder of the note (to time may) authorize the receiver to apply the net income in its hands in payment in whole or in part of: (a) The indebtedness secured hereby, by any device 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 device, provided such application is made prior to foreclosure; (b) the deficiency in case of a sale and deficiency. 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 enforcing same in an action at law upon the note hereby secured.

8. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be 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 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 herein given under any circumstances, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

10. Trustee shall release this trust deed and the lien thereon 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 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 as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which contains with the description herein contained of the note and which purports to be placed thereon by a prior trustee hereunder or which contains with the description herein contained of the note and which purports 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 herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.

11. Trustee may give 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, or to any person named or referred to in this trust deed, any power or authority to execute the same, and the premises are situated that be Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

12. This Trust Deed and all provisions hereof, that 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 and all persons liable for the payment of 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.

13. 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 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.

IMPORTANT
 THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTANTANEOUSLY BY THIS TRUST DEED BEING NEGOTIATED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE HEREON, THE TRUST DEED IS FILED FOR RECORD.

Identification No.
 CHICAGO TITLE AND TRUST COMPANY, Trustee.
 Assistant Secretary/Assistant Vice President

MAIL TO: MacIn (John)
 116 South Michigan, 11th floor
 Chicago, Illinois (060)
 and pre-paid by: PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HEREIN
 1700 N. State St.
 Chicago, Ill. 60617

60345235