



TRUST DEED

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93090289

CTTC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

93576516

THIS INSTRUMENT made JULY 21

1993 between

PEGGY KALINSKI, A SINGLE WOMAN 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

\*\*\*FIFTEEN THOUSAND FOUR HUNDRED NINETY AND 31/100\*\*\* 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 \*\*15,490.31\*\* including interest in instalments as follows:

\*\*\*FOUR HUNDRED SEVENTY-THREE AND 42/100\*\*\* Dollars or more on the 1st day of SEPTEMBER 1993, and \*\*\*FOUR HUNDRED THIRTY-NINE AND 00/100\*\*\* 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 1st day of AUGUST 1997

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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

UNIT 61-1A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CARRIAGE HOMES OF SUMMIT PLACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATORY IN RECORDED AS DOCUMENT NUMBER 27151046, AS AMENDED, IN EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #07-27-425-015-1241

Prepared by: E.B. Reganam P.O. Box 8729 Rolling Meadows, IL 60008

Property: 961 Westchester Circle Schaumburg, IL 60193

DEPT-01 RECORDINGS \$23.50 TR#9999 TRAN 9532 07/26/93 11:00:00 #1431 # \* 93-4574516 COOK COUNTY RECORDER

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 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, stove 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.

Peggy Kalinski (SEAL)

STATE OF ILLINOIS, I, Mark J. Zator, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Peggy Kalinski

who 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 she signed, sealed and delivered the said instrument as free and

OFFICIAL SEAL MARK J. ZATOR NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/26/94

21st day of July 1993 Notary Public

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235

MAIL TO: SMS Real Estate Information Services

925 N. Plum Grove Rd

Schaumburg, IL 60193

361 Westchester Circle

For Recorder's Index Purposes

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

Assistant Secretary/Treasurer/Trust President

CHICAGO TITLE AND TRUST COMPANY

Identification No. 777777

FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTRUMENT NOTED BY CHICAGO TITLE  
TRUST COMPANY IS FILED BEFORE THE TRUST  
DEED IS FILED FOR RECORD



1 Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed. It shall keep said premises in good condition and repair without cost and free from mechanical or other claims for claims for not expressly obligated to the lien hereof. It shall when due any indebtedness which may be required by a lien or charge on the premises against the lien hereof, and shall request, furnish to Trustee or to holder of the note, in the manner provided by statute, any tax duplicate receipts 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 be liable to pay.

2 Mortgagee shall pay before any penalty, charges and interest, 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 holder of the note, material allegations in said premises except as required by law or municipal ordinance.

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 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 on the premises against the lien hereof, and shall, upon written request, furnish to Trustee or to holder of the note, in the manner provided by statute, any tax duplicate receipts 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 be liable to pay.

4 Mortgagee shall pay each item of indebtedness herein mentioned, 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 Trust 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.

5 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 amount of the note all expenses and costs which may be incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and report evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises.

6 The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account 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 liens 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 to Mortgagee, their heirs, legal representatives or assigns, and their rights may appear.

7 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 of and premises. Such appointment may be made either before or after sale, without notice, without regard to the priority of any mortgages or other claims of lien on the premises, and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not. 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 times when Mortgagee, 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 used in such cases for the protection, preservation, 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 on the premises, or (b) 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.

8 No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party intervening in an action on, or law upon, the note hereby secured.

9 Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access therein shall be permitted for that purpose.

10 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 agent, trustee or holder of 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 by the terms hereof, nor be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct of the agent or employees of Trustee, and it may require independent verification to it before exercising any power herein given.

11 Trustee shall release this Trust Deed and the lien hereof 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 to and at the request of any person who shall, either before or after maturity thereof, produce and explain 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 bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and when the genuine note herein described and any note which may be placed thereon by a prior trustee hereunder or 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, it may accept as the genuine note herein described and any note which may be placed thereon by a prior trustee hereunder or 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.

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

13 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 in all persons liable for the payment of the note or 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 Herein meaning 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 made. Trustee or successor shall be entitled to reasonable compensation for any contract 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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