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COOK COUNTY ILLINOIS  
FILED FOR RECORD

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 3,  
JASMINA VUKIC, HIS WIFE

1993, between SACIR VUKIC AND

AMK

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 Fifty Thousand and 00/xx (\$50,000)

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 3, 1993 on the balance of principal remaining from time to time unpaid at the rate of Seven (7) per cent per annum in instalments (including principal and interest) as follows:

Two Hundred Ninety Two and 00/xx (\$292.00) Dollars or more on the 1st day of September 1993, and Two Hundred Ninety Two and 00/xx (\$292.00) Dollars or more on the 1st 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 31st day of July 1995. 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 instalment unless paid when due shall bear interest at the rate of Fifteen (15) per annum, and all of said principal and interest being made payable at such banking house or trust company in Skokie 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 Sybil Cohen in said City, 5019 Mulford, Skokie Illinois 60077

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 Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOTS 294, 295, 296 AND 297 IN WILLIAM N. BRITTIGAN'S BUDLONG WOODS GOLF COURSE ADDITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Mortgagor shall have the option of prepaying the Note secured by this Trust Deed in whole or in part thereof without premium or penalty on any installment date. The Trust Deed, Note and the loan evidenced thereby are not assumable or assignable and become immediately due and payable in full upon vesting title or of beneficial interest, in other than the Mortgagor, or of beneficiaries hereunder.

13-12-20-024 13-12-20-025 + 13-12-2031-025  
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, inlaid 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.

Sacir Vukic [SEAL] Jasmina Vukic [SEAL]  
Sacir Vukic [SEAL] Jasmina Vukic [SEAL]

STATE OF ILLINOIS,

County of Cook

I, The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sacir Vukic and Jasmina Vukic, his wife

who 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of August 1993

Notarial Seal

Notary Public

74577605

93042660

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UNOFFICIAL COPY

MAIL TO: JERRY L. BRAND  
7243 N. WESTERN  
CHICAGO, ILL 60645

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

IMPORTANT!  
FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTALLMENT NOTE SECURED BY THIS  
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

Identification No. **275509**  
By **Chicago Title and Trust Company**  
Trustee  
Assistant Secretary/Assistant Vice President

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; and upon request exhibit satisfactory evidence of such prior lien to Trustee or to the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of such prior lien to Trustee or to the holder of the note; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises or to the holder of the note; (d) complete within a reasonable time any building or building under construction or to the holder of the note; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) maintain all 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 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may owe to the holder of the note.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against fire or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so 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 secured hereby, all in compliance herewith to the holders of the note, under mortgagee 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 to the holder of the note a copy of the policy, and shall

4. In case of default hereof, Trustee or the holder of the note may, but need not, make any payment or perform any act hereinafter required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments on principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or title or claim thereon, or foreclose any lien or mortgage affecting said premises or contract for any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holder of the note to protect the mortgage and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and 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 therein. Fraction of Trustee or holder of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereon.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment made by Mortgages in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the performance of any of the covenants of Mortgages herein contained, or (b) when default shall occur and continue for three days in the performance of any of the covenants of Mortgages herein contained.

7. 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 an additional indebtedness in the decree for all expenses which may be paid or incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographer charges, publication costs and costs (which may be estimated as to items to be provided after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, taxes and other data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary hereon to procure such suit or to evidence to bidders in any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby, and immediately due 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 therein, when paid or incurred by Trustee or holder of the note in connection with the suit, or in preparation for such suit, or for the purpose of effecting a sale of the premises, or for the purpose of paying or in part of (a) The Court from time to time may authorize the receiver to apply the net income of the premises, including the whole of said period, for the satisfaction of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver shall, during any further times when Mortgages, except for the statutory period of redemption, whether there be redemption or not, as a part of the duties of the receiver, during the full term of the receiver, have and exercise all the powers and authority of a receiver in and about the premises, and shall have power to collect the rents, issues and profits of said premises during the period of such receiver, and to appoint as such receiver, such person or persons as he shall deem proper. Such appointment may be made either before or after the receiver is appointed, without notice or regard to the consent or assent of Mortgages, and without regard to the consent or assent of any other parties to the note or to the mortgagor, and without regard to the consent or assent of any other parties to the note or to the mortgagor, and without regard to the consent or assent of any other parties to the note or to the mortgagor.

8. 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 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 to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose, the court in which such bill is filed may appoint a receiver of the premises, and such receiver shall have all the powers and authority of a receiver in and about the premises, and shall have power to collect the rents, issues and profits of said premises during the period of such receiver, and to appoint as such receiver, such person or persons as he shall deem proper. Such appointment may be made either before or after the receiver is appointed, without notice or regard to the consent or assent of Mortgages, and without regard to the consent or assent of any other parties to the note or to the mortgagor, and without regard to the consent or assent of any other parties to the note or to the mortgagor.

10. 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 hereof secured.

11. 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.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the mortgages 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 hereby given unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnification satisfactory to it before exercising any power hereof.

13. 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 hereof any note which bears an identification number supporting to be placed thereon by a prior trustee hereunder as the genuine note hereof, and where the description with the identification number supporting to be placed thereon by the person herein designated as the maker thereof; and where the release is requested of the original trustee, it has never been executed by the person herein designated as the maker thereof; it may accept as the genuine note hereof 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.

14. 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, liability for the redemption, liability for the recording of Deeds of the county 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.

15. This Trust Deed and all provisions hereof, shall 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 when used in the instrument shall be construed to mean "notes" when more than one note is used.

16. 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 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.

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

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