

MAC  
4135441

Siva Martin  
5860 W. Higgins  
Chicago, Ill. 60630

THIS INSTRUMENT PREPARED BY:

772418

UNOFFICIAL COPY

TRUST DEED

THIS IS A SECOND MORTGAGE TRUST DEED

93004686

CTG 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 1, 1992, between Mihajlo Sretkovic and Momira Sretkovic, his wife; Hranislav Sretkovic and Violeta Sretkovic, his wife 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

One-hundred Twenty Thousand and no/100ths - (\$120,000.00) - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BRARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 30, 1992 on the balance of principal remaining from time to time unpaid at the rate of Six (6%) percent per annum in instalments (including principal and interest) as follows:

\$ 719.50 Dollars or more on the 1st day of Feb. 1993 and \$ 719.50 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 1st day of January, 1998. 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 10% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 Winchester Partnership in said City,

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:

Lot 33 in Block 1 in T. J. Grady's Fourth Green Briar Addition to North Edgewater being a Subdivision of the West 1/2 of the East 1/2 of the West 1/2 of the North East 1/4 of Section 1, Township 40North, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois. P.I.N. 13-01-202-025

The entire unpaid principal balance of the Note shall become due and payable in the event Mortgagors convey, sell, transfer or assign the mortgaged premises, or the premises located at 7363-83 N. Winchester, Chicago, Illinois, without the prior written consent of the Holders of the Instalment Note.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong in, 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 to 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 space 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 under 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.  
Mihajlo Sretkovic (SEAL) Hranislav Sretkovic (SEAL)  
Momira Sretkovic (SEAL) Violeta Sretkovic (SEAL)

STATE OF ILLINOIS, I, \_\_\_\_\_, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mihajlo Sretkovic and Momira Sretkovic, his wife, and Hranislav Sretkovic and Violeta Sretkovic, his wife who personally known to me to be the same person as 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.

OFFICIAL SEAL Siva Martin Notary Public, State of Illinois My Commission Expires 12/15/96

Notary Seal Notary Public

Form 807 Trust Deed - Individual Mortgagor - Secured One Instalment Note with Interest Included in Payment. R. 11/78 Page 1

93004686

\$23.50

DEPT OF RECORDING  
7777 N. RAN 874-0185/5813104100  
4446 - 93-004686  
COOK COUNTY RECORDER

2300

James David Goodman 180 N. LaSalle St. Suite 2925 Chicago, Ill. 60601

James David Goodman 6326 N. Talman Avenue Chicago, Illinois 60639

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)
1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for the same; (c) keep said premises insured against fire and lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured; and (d) pay the mortgagee for payment of the same...