

UNOFFICIAL COPY



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 9, 1992, between IRENA KLISZ, a Spolator,

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 Holder, of the Note, in the principal sum of

ONE HUNDRED THOUSAND & NO/100 (\$100,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF HEARER

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

Seven hundred \$1x 78/100 (\$706.78) Dollars or more on the 9th day of December, 1992, and Seven hundred \$1x 8 78/100 (\$706.78) Dollars or more on the 9th 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 9th day of November, 1997. 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 7% 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 First Security Federal Savings Bank 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, his 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 6, 7 and 8 (excepting from said premises that part of premises in question lying West of a Line 50 feet East of and parallel with the West Line of Section 6) in E.A. Cummings and Company's Subdivision of the North part of Block 13 in Sufferin's Subdivision of the Southwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, also of Lots 1 to 23 inclusive in the subdivision of the South part of said Block 13, in Cook County, Illinois.

P.L. No. 17-06-324-005 Property Address: 841-45 N. Western Ave., Chicago, Ill.

IN THE EVENT OF SALE, TRANSFER OR ASSIGNMENT OF ALL OR ANY PART OF THE MORTGAGOR'S INTEREST IN THE REAL ESTATE HEREIN DESCRIBED, THE ENTIRE BALANCE OF PRINCIPAL AND ACCRUED INTEREST THEN DUE ON THE NOTE SECURED BY THIS TRUST DEED SHALL IMMEDIATELY

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 in 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, indoor 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 if 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 purpose, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

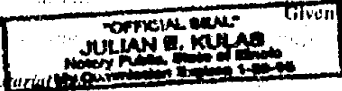
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

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

This instrument was prepared by: [SEAL] [Signature] [SEAL] Irena Klisz [SEAL]

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 IRENA KLISZ, a SPOLATOR

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 on 9th day of November 1992. [Signature] Notary Public

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COOK COUNTY RECORDER

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