GEORGE E. COLE LEGAL FORMS

OR RECURPER SOFFICE BONNO . 364.

## TRULT EFOLUNIANTE FOR MAO 206 COPY For Use With Note Form 1448

For Use With Note Form 1448 (Monthly Payments Including Interest)

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•	Mortgagors, "and		[14] J. Williamson, Applied States of States and Sta	
AF	SHLAND STATE BANK			or his section of
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note Mortgagors promi	isc to pay the principal sum of = =1	THIRTY THOUSAND AND	D 00/100	
per annum, XUCK XMXCK	HAIPSON, MA KOKOKOKA KINENDOKANIE HA	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	emaining from time to time unpaid at the rate of 2.50	
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XXXXXXXXXXXXXXXXX	каминика калиминания какам	нжижимимикимикининин	KXi the final payment of principal and interest, if not soon	ner paid,
shall be due on the / to accrued and unpaid it 	th day or	19.93 all such payments on according the remainder to principal for payment thereof, at the ra	ount of the indebtedness evidenced by said note to be appled XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	fied first in the first are being
			or at such other place as the at the election of the legal holder thereof and without not	
principal sum remaining case default shall occur if and continue for three di expiration of said three of	ig unpaid thereon, together with accru- in the nayment, when due, or any meta	rued interest thereon, shall becom fallment of principal or interest in	at at the election of the legal holder thereof and without not ome at once due and payable, at the place of payment afore in accordance with the terms thereof or in case default sha at Deed (in which event election may be made at any time a resentment for payment, notice of dishonor, protest and no	resaid, in all occur
notest NOW THEREFOR above mentioned note ai also in consideration of WARRANT unto the 1	ORF, to secure the payment of the sac g and of this Trust Deed, and the perform of the sum of One Dollar in hand paid Trustee, its or his successors and assig	principal sum of money and inter man'c of the covenants and agree di, the 1 recipt whereof is hereby agns, an' to llowing described Re	crest in accordance with the terms, provisions and limitation sements herein contained, by the Mortgagors to be perform y acknowledged, Mortgagors by these presents CONVEY cal fixtate and all of their estate, right, title and interest the	ons of the ned, and Y ANII
situate, lying and being it 20 E AND Unit	unthe City of Chicago	O LOUNTY O LN PARK WEST CONDOM	OF COOK AND STATE OF ILLINOIS, MINIUM, AS DELINEATED ON A SURVEY	S. to wit:
LOWING DESCRIBE OF LOT 7 IN BI	BED REAL ESTATE: CERTABLOCK 31 IN CANAL TRUST	TAIN LOTS AND PARTS STEES' SUBDIVISION	S OF LOTS IN KUHN'S SUBCIVISION OF AND IN JACOR REHM'S SUBDIVISION O	OF THE EAS
S IN KUHN'S SUE	JBDIVISION AFORESAID	, TOGETHER WITH CE	ERTAIN PARTS OF VACATED ALLEYS ADJ	JOINING
RTAIN OF SAID LO	OTS, ALL IN SECTION 33	33, TOWNSHIP 40 NOR	RTH, RANGE 14, EAST OF THE THIRD F	PRINCIPAL
RIDIAN, IN COOK NDOMINIUM RECORE	COUNTY, ILLINOIS-WHIC	ICH SURVEY IS AT CAC 1909 TOGETHER WITH	THED AS EXHIBIT'D' TO THE DECLARAT TES UNDIVIDED PERCENTAGE INTEREST	TION OF
		33–208–028–1224	93118574	4
Address(es) of Real Esta		F 2020 NORTH L	LINCOLN PARK WEST CONDOMINIUM,	
		CHICAGO	GO, ILLINOIS	
during all such times as N secondarily), and all fixtu- and air conditioning (wh awnings, storm doors and mortgaged premises what	Mortgagors may be entified thereto (wateres, apparatus, equipment of articles thether single units or centrally control windows, floor coverings, inador by	ients, and appurtenances theretoby (which rents, issues and profits ar es now or hereafter therein or the rolled), and ventilation, includin beds, stoves and water heaters, a ot, and it is agreed that all building	obelonging, and all, only, issues and profits thereof for so had one pledged primerily and on a parity with said real estate an acreon used to supply nead, gas, water, light, power, refrige ing (without restricting the foregoing), screens, windows a All of the foregoing are lockared and agreed to be a part and additions and also milar or other apparatus, equipm	and not geration shades, rt of the
TO HAVE AND TO herein set forth, free from Mortgagors do hereby exp	O HOLD the premises unto the said 1 om all rights and benefits under and by spressly release and waive.	Trustee, its or his successors and	part of the mortgaged prems 3. d assigns, forever, for the puroose, and upon the uses and putton Laws of the State of Illingia, which said rights and be	I trusts senefits
	nsists of two pages. The covenants, coac		ng on page 2 (the reverse side of this Frest Deed) are incorpo	
			set out in full and shall be binding on W. rt agors, their	
	and seals of Morigingors, the day and yes	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1
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PLEASE PRINT OR TYPE NAME(S)	IRWIN ZALUTSKY		LYMDA R. ZALUTSKY	Zorgania.
TYPE NAME(S) BELOW		/Seal)	ii ka ii ka	
SIGNATURE(S) -		(Seal)	A Control of the Cont	(Sval) 
State of Illinois, County	COOk note the State aforesaid, DO HEREB		!, the undersigned, a Notary Public in and for said Co IN ZALUTSKY AND LYNDA R. ZALUTSKY	
130	HIS WIFE			
MPRESS SEAL	,	ie same person S whose nan	mes are subscribed to the foregoing instrum	ment,
HE STATE OF	their free and volume		Dr. EV. signed, sealed and delivered the said instrume poses therein set forth, including the release and waiver of	
W. Sandon	right of homestead.  d official seal, this9th	Febri		
Commission expires	10 0 3	· Jarabana	Notery F	Public
This instrument was prepa-		orn - 9443 S. Ash1	land Ave., Chicago, 111 60620	
dail this instrument to	and the second second second second second	(NAME AND ADDRESS)	age the transfer of the first term	
dan tais mstrurocacoo	(CITY)			
<del></del> -			(STATE) (ZP CO	OCE

## THE FOLLOWING ARE THE COVINANTS, CONDETION AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WICK FORM A P. RT OF THIS JEVEL DEED MINICH THERE BEGINS:

- 1 Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when the any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time my buildings or buildings now or at any time in process of exection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty uttaches 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 Travice or to horders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies 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 swidenced by the stundard 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 renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and vith interest thereon at the rate of nine per cent per annum, haction of Trustee or holders of the note shall never be considered as a waiver of any right account to them on account of any default hercunder on the part of Mortgagors.
- 5. The Trustee or the helders of the note hereby secured making any payment hereby authorized relating to takes or assessments, may do so according to any bill, strengent or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the actuacy of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay erro tem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors berein contained.
- 7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreciose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage de'it, or any suit to foreclose the lien hereof, there shall be allowed an additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlay, fo, documentary and expert evidence, stenagraphers' 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, guarantee policies. Torrens certificates, and sin der data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or o evidence to bidders at any sale which may be had pursuant to such decree the true consistency of the total to be reasonably necessary either to prosecute such suit or o evidence to bidders at any sale which may be had pursuant to such decree the true consistency of the total to be reasonably necessary either to prosecute such suit or o evidence to bidders at any sale which may be had pursuant to such decree the true consistency of the total to prosecute such suit or o evidence to bidders at any sale which may be had pursuant to such decree the true consistency of the total total of the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent per annum, when paragraph mentioned such and any action, suit or proceeding, including but not I mited to probate and bankrupteey secured; or (b) preparations for the defense of any threatened suit or proceeding, to which
- 8. The proceeds of any foreclosure sale of the premises shall be di tri/wed 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 indebte dr.s. additional to that evidenced by the note hereby secured, with interest thereog as herein provided; third, all principal and interest remaining o pa d; fourth, any overplus to Morigagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then also of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereinder 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 care of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 usual in such cases for the protection, possession, control, management and operation of the premises during the whole of sair 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: (1) 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 superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and reference.
  - 30. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
  - Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times are access thereto shall be permitted for that purpose.
  - 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall trust 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 acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and h. r. t) require indemnities satisfactory to him before exercising any power herein given.
  - 13. Trustee shall release this Trust Deed and the lien thereof 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 exhibit to Trustee the principal 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 may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers 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 death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deods of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereinder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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Trustee

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