

UNOFFICIAL COPY

TRUST DEED



93212376

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 5 19 93, between STANISLAW RYCHTARCZYK, A BACHELOR

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 SIXTY-SEVEN THOUSAND (\$167,000.00)

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 March 1 1993 on the balance of principal remaining from time to time unpaid at the rate of ten percent per annum in instalments (including principal and interest) as follows:

TWO THOUSAND TWO HUNDRED AND SIX and 94/100 (\$2,206.94) Dollars or more on the 1st day of April 19 93, and TWO THOUSAND TWO HUNDRED AND SIX and 94/100 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 March, 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 ten percent 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 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 94 (Except the Southwesterly 21 Feet Thereof) in William Zelosky's Park View Crest, being a Subdivision of Tract No. 1, Brummel and Case Forest Preserve Consolidation Plat, according to the Plat of Park View Crest, filed in the office of the Registrar of Titles of Cook County, Illinois, on July 13, 1920, as Document No. 117591, in Section 5, Township 40 North, Range 13, East of the Third Principal Meridian, and also in Lot 5, in Billy Caldwell's Reserve in Townships 40 and 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIV NO. 13-05-103-029

ADDRESS: 6247 N. Milwaukee Ave., Chicago, IL 60646

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 covering, inador beds, awnings, stoves, 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.

[ SEAL ]

[ SEAL ]

[ SEAL ]

STATE OF ILLINOIS,

SS.

County of COOK

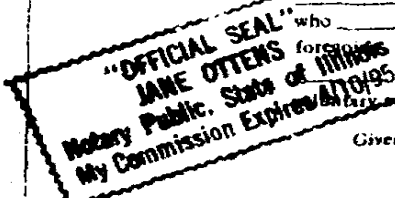
I, Jane Ottens, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Stanislaw Rychtarczyk, a Bachelor

who personally known to me to be the same person whose name subscribed to the instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this

5 day of March 19 93

Notary Public



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Handwritten initials and numbers, possibly '75' and '80'.

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PLACE IN RECORDER'S OFFICE BOX NUMBER

MAIL TO

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

Assistant Secretary of the State

CHICAGO TITLE AND TRUST COMPANY

FOR THE PROTECTION OF BOTH THE BORROWER AND  
THE LENDER THE INSTALLMENT NOTE SECURED BY THIS  
TRUST SHOULD BE FILED BY CHICAGO TITLE  
DETAILS FILED FOR RECORD

THE PROVISIONS OF THIS TRUST DEED... shall be applicable to this trust deed.

- 1. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed...
2. Mortgagee shall pay all taxes, including property taxes, water charges, sewer...
3. Mortgagee shall keep all buildings and improvements now or hereafter on the premises...
4. In case of default...
5. The Trustee or the holder of the note hereby secured...
6. Mortgagee shall pay each item of indebtedness hereinafter mentioned...
7. When the indebtedness hereby secured...
8. The proceeds of any foreclosure...
9. Upon or at any time after the thing...
10. No action for the enforcement...
11. Trustee or the holder of the note...
12. Trustee has no duty...
13. Trustee shall release...
14. Trustee may resign by instrument...
15. This Trust Deed and all provisions hereof...

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

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# UNOFFICIAL COPY



## Instalment Note

(Use with Trust Deed Form CTC 7)

\$ 167,000.00

Chicago, Illinois

March 5

1993

FOR VALUE RECEIVED, I promise to pay to THE ORDER OF BEARER

the principal sum of ONE HUNDRED SIXTY-SEVEN THOUSAND (\$167,000.00) Dollars and interest from 3/1/93 on the balance of principal remaining from time to time unpaid at the rate of ten percent per annum payable in instalments (including principal and interest) as follows TWO THOUSAND TWO HUNDRED AND SIX and 94/100 Dollars or more on the 1st day of April 1993 and TWO THOUSAND TWO HUNDRED AND SIX and 94/100 (\$2,206.94) Dollars or more on the 1st day of each month thereafter until this 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 March 1995. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each of said instalments unless paid when due shall bear interest after maturity at the rate of ten percent per annum. Said payments are to be made at such banking house or trust company in Chicago Illinois, as the legal holder of this note may from time to time, in writing appoint, and in the absence of such appointment, then at the office of

The payment of this note is secured by trust deed, bearing even date herewith, to Chicago Title and Trust Company, Trustee, on real estate in the County of Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in said trust deed.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Identification No. 177 3173  
CHICAGO TITLE AND TRUST COMPANY  
By Jean M. Bell Assistant Secretary  
Assistant Vice President

\* Stanislaw Rybczynski

### IMPORTANT!

THIS IS A VALUABLE DOCUMENT! WHEN FULLY PAID, THIS NOTE AND THE TRUST DEED SECURING IT MUST BE SURRENDERED TO THE PARTY OBLIGED TO MAKE THE FINAL PAYMENT. THAT PARTY MUST IMMEDIATELY THEREAFTER PRESENT THIS NOTE AND THE TRUST DEED SECURING IT TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, IN ORDER TO OBTAIN A RELEASE DEED.

PAID TO  
JEAN M. BELL  
517 N. WABLER  
CHICAGO IL 60630

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## Instalment Note

Maker \_\_\_\_\_

Date \_\_\_\_\_

Amount \$ \_\_\_\_\_

Instalment \_\_\_\_\_

Last payment due \_\_\_\_\_

Principal and Interest Payable at the Office of \_\_\_\_\_



**Chicago Title and  
Trust Company**  
111 WEST WASHINGTON STREET  
CHICAGO 60602

Received on the within Note  
the following sums:

DATE	INTEREST		PRINCIPAL		REMARKS
	Dollars	Cts	Dollars	Cts	
19					

Received on the within Note  
the following sums:

DATE	INTEREST		PRINCIPAL		REMARKS
	Dollars	Cts	Dollars	Cts	
19					

Received on the within Note  
the following sums:

DATE	INTEREST		PRINCIPAL		REMARKS
	Dollars	Cts	Dollars	Cts	
19					