



TRUST DEED

UNOFFICIAL COPY

93308347

77-1073

CTTC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 23, 19 93, between

Sherry F. Pribilski, now known as Sherry F. Popiolek and Edward T. Popiolek, her husband 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 herein referred to as Holders of the Note, in the principal sum of

Sixty-One Thousand Nine Hundred Thirteen & 59/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which said Note the Mortgagors promise to pay the sum of 167,665.13 including interest in instalments as follows:

One Thousand Sixteen & 16/100 Dollars or more on the 1st day of June 19 93, and Nine Hundred Thirty-One & 00/100 Dollars or more on the same 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 May 2008

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 Palatine COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 20 IN BLOCK 27 IN WINSTON PARK NORTH WEST UNIT 2, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT # 17536792 AND RE-RECORDED ON JUNE 30, 1959 AS DOCUMENT #17584144 IN COOK COUNTY, ILLINOIS.

PIN# 02-13-305-032

136 N. Bissell St

93308347

DEPT-01 RECORDING \$23.50
T#0000 TRAM 0867 04/26/93 15:35:00
#6118 # -93-308347
COOK COUNTY RECORDER

93308347

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, inador 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.

Sherry F. Pribilski now known as Sherry F. Popiolek (SEAL)
Edward T. Popiolek (SEAL)
Sherry F. Popiolek (SEAL)
Edward T. Popiolek (SEAL)

STATE OF ILLINOIS, I, William F. Bertram
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of Lake THAT Sherry F. Pribilski now known as Sherry F. Popiolek
and Edward T. Popiolek

Prepared By: who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

BB Inc. they signed, sealed and delivered the said instrument as their free and P.O. Box 6586 voluntary act, for the uses and purposes therein set forth. Athens, GA 30406

Given under my hand and Notary Seal this 23rd day of April 1993

OFFICIAL SEAL
WILLIAM F. BERTRAM
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/5/96

William F. Bertram Notary Public

Handwritten initials/signature

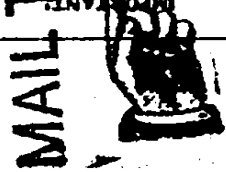
Chicago, Illinois
60601

Chicago Title and Trust Company
171 N. Clark Street
11th Location 09RE

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTED SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

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

By [Signature]
Chicago Title and Trust Company, Trustee
Assistant Secretary / Assistant Vice President
Identification No. 44390383



Property

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 said premises insured against loss or damage by fire or lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment by the insurance companies of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness for the benefit of the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee or Lender; (b) keep and premises in good condition and repair, without waste, and free from mechanical or other liens, become damaged or destroyed; (c) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (d) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (e) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (f) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (g) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (h) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (j) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (k) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (l) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (m) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (n) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (o) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (p) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (q) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (r) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (s) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (t) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (u) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (v) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (w) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (x) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (y) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (z) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed.

2. Mortgages shall pay before any general lien or mortgage, and shall, upon written request, furnish to Trustee or to holder of the note service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note material alterations in said premises except as required by law or municipal ordinance.

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4. Mortgages shall pay each item of indebtedness hereon mentioned, when due according to the term hereof, at the option of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by the Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable immediately, less unearned charges, in the case of default in making payment of any installment on the note.

5. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holder 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 and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, investigation charges, publication costs and court costs (which may be estimated as to terms to be expended after entry of the decree) or of producing all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and other data and information with reference to this Trust Deed or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or of the value of the premises.

6. 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 liens 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 surplus to Mortgages; fifth, hereof, legal representatives or assigns of the holder of the note, if any.

7. Upon, or at any time, when the holder of the note or Trustee may appear, the court in which such bill 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 Mortgages at the time of application for such receiver, and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not. The Trustee hereunder 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 case of a sale and a deficiency, during the full statutory period of redemption, to have or there be redemption or not, as well as during any further time when Mortgages, 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 or in part of: (a) 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: (a) The deficiency or to become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of any lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action to enforce the note hereof.

9. Trustee or 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.

10. Trustee has no duty to examine the title, locate, ascertain or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the agents or officers of Trustee, nor shall Trustee be obligated to record this Trust deed or to exercise any power hereon unless expressly authorized by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or will of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereon given.

11. Trustee shall release this trust deed and the lien hereof, by proper instrument upon presentation by 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 hereof, produce and exhibit to Trustee, 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 herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person hereon designated as the maker hereof, and may accept as the genuine note herein described any note which may be placed thereon by the person hereon designated as the maker hereof, and may accept as the genuine note herein described any note which may be placed thereon by the person hereon designated as the maker hereof.

12. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the county in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder 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.

13. This Trust Deed and all provisions hereof, shall extend to and be binding upon the heirs, assigns 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 or of any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall mean "note" when more than one note is used.

14. Before releasing this trust deed, Trustee or Successor shall receive for its release 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 act or service performed under any provisions of this trust deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed.