

## TRUST DEED

UNOFFICIAL COPY

94758293

This instrument was prepared by  
**Paul D. Fischer**,  
 420 N. Wabash, Suite 203  
 Chicago, IL 60611

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made August 24, 19 94, between Frank M. Byrski and  
Debra M. Byrski, husband and wife

herein referred to as "Mortgagors," and Paul D. Fischer, 420 N. Wabash, Suite 203  
Cook County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Promissory Note (herein called "Note") hereinafter described, said legal holder or holders being herein referred to as Holders of the Note evidenced by one certain Promissory 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 an Amount Financed of Twenty-Three Thousand No Hundred Dollars and sixty cents (\$23,000.60) Dollars with interest thereon, payable in installments as follows:

Three Hundred Fifty Dollars and twenty four cents (\$350.24) Dollars or more on the 24th day of September, 19 94, and Three Hundred Fifty Dollars and 24/100 (\$350.24) Dollars or more on the same day of each month thereafter, except a final payment of \$350.24 Dollars, until said Agreement is fully paid and except that the final payment, if not sooner paid, shall be due on the 24th day of August, 2004, 19

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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 1 and 2 in F. Walter's Subdivision of Lot 34 in Nissen's Subdivision of Part of Lot 1 in Richon and Bauermeister's Subdivision of the West 1/2 of the Northeast 1/4 of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 13-25-200-035

DEPT-01 RECORDING 123.50  
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 #9516 # AR # -94-758293  
 COOK COUNTY RECORDER

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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, 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 purpose, 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 MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES.

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.

S S

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

(x) *Frank M. Byrski*  
 Frank M. Byrski

[SEAL]

(x) *Debra M. Byrski*

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS,  
 County Cook

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Frank M. Byrski and Debra M. Byrski

who personally known to me to be the same person S whose name S are 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 clear act, for the uses and purposes therein set forth.

OFFICIAL SEAL

GAIL P. GLOUDEMANN

NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES: 02/13/98

Given under my hand and Notarial Seal this 24th day of August, 1994.

*Gail P. Gloudeaman*

Notary Public

Notarial Seal

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DISCRETE PROPERTY FEE

FIVE AVCO FINANCIAL SERVICES, INC.

5. This Trust Deed and the instruments heretofore, shall be valid and binding upon Mortgagors, and the persons claiming by descent or otherwise in right of the above named persons and their heirs, and the personalty herein referred to and all the property of the above named persons and all the property of the persons hereinabove mentioned, shall be subject to the terms and conditions of this instrument.

performs functions such as advertising and market research, the practice may be considered to be within the meaning of the term "agent".

12. Finance has as its duty to examine the title, location, existence of condenser of the previous, to determine into the validity of the permanent for the purpose.

11. The trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be available to the party representing same in action in law upon the date hereof accepted.

8. The proceeds of any lottery or raffle of the permanent shall be distributed and applied in the following order of priority: (i) to an account set aside for charitable purposes; (ii) to the permanent.

so accustomed to it as natural, to do the same sort of estimation of probable numbers as without any such bias, so far as possible, as far as the statistics of any particular process can be obtained from the actual results of trials of such processes.

or assessments which will keep the buildings and premises in the same condition as before.

1. After negotiations have been completed, certain information may be disclosed to the parties by the other party or by third parties, such as the following:  
  - (a) keep and copy;
  - (b) keep and copy;
  - (c) may when due and indemnifications and fees from mechanics, contractors or subcontractors or lessees or lessees of equipment or supplies;
  - (d) keep and copy;
  - (e) keep and copy;
  - (f) keep and copy;
  - (g) keep and copy;