

# UNOFFICIAL COPY

This instrument prepared by:

**Andrew I. Kordek**

(Name)

P.O. Box 59114 Schaumburg IL 60173

(Address)

SMS

## OPEN-END TRUST DEED

781016

04446438

DEPT-01 RECORDING \$25.00  
142222 TRGH 8/16 09/29/94 12140100  
41227 3 REC # - 94 - 24 64 203  
COOK COUNTY RECORDER

THE ABOVE SPACE FOR RECORDEE'S USE ONLY

THIS INSTRUMENT made 9-26 1994 between Joseph J. Tomaszewski, herein referred to as "Mortgagor," and Chicago Title and Trust Company, an Illinois corporation doing business in Chicago, Illinois, herein referred to as "Trustee," witnesseth:

THAT, WHEREAS the Mortgagor is duly indebted to the legal holders of the Revolving Loan Agreement hereinafter described; that legal holder or holders being herein referred to as Holders of an Agreement having a maximum line of credit in the amount of twenty eight thousand nine hundred and 00/100 Dollars, evidenced by one certain Revolving Loan Agreement (the "Agreement") of the Mortgagors of ever date herewith (including particularly, but not exclusively, prompt payment of all sums which are or may become payable from time to time thereunder), made payable to the Holders of the Agreement and delivered, in and by which said Agreement the Mortgagors promise to make, monthly payments of principal and interest, with the whole debt if not paid earlier, due and payable as provided in the Agreement. All of said principal and interest payments under the Agreement shall be made at the place or places designated in writing from time to time by the Holders of the Agreement.

NOW, THEREFORE, the Mortgagor to secure: (a) the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed; (b) the performance of the covenants and agreements herein contained, by the Mortgagor to be performed; (c) the payment of all other sums, with interest, advanced under Section 5 hereof to protect the security of this trust deed; and (d) the unpaid balances of loan advances made after this trust deed is delivered to the recorder for record, do by these presents BARGAIN, SELL, GRANT, TRANSFER, CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their claims, right, title and interest therein, situate, lying and being in the City of Chicago, Cook County, Illinois, to wit:

LOT 22 IN BLOCK 4 IN WILLIAM A. BOND AND COMPANY'S ARCHER HOME ADDITION, BEING A RESUBDIVISION OF BLOCK 1 TO 10 INCLUSIVE, IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Prior Instrument Reference: Volume

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Permanent tax number 19-10-204-022

which, with the property hereinafter described, is referred to herein as the "premises":

TOGETHER with all improvements, furnishings, ornaments, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be indebted 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 unit, or centrally controlled), and ventilation (including without restricting the foregoing), screens, window shades, storm doors and windows, door coverings, in a door back, awnings, stoops and water heating, but not including any apparatus, equipment or articles that constitute "household goods", as the term is defined in the Federal Trade Commission Credit Practices Rule (16 C.F.R. Part 444), as now or hereafter amended. 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 premises.

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. (By signing below, the spouse of Mortgagor, has so executed this trust deed solely for the purpose of releasing and waiving (and does hereby so release and waive) all of such spouse's rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IMPORTANT: 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, legal representatives and assigns.

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

Witnesses:

*Andrew I. Kordek*

*Joseph J. Tomaszewski* (REAL)  
Mortgagor Joseph J. Tomaszewski (REAL)  
Mortgagor (SEAL)

STATE OF ILLINOIS,

COUNTY OF Cook

I, *Andrew I. Kordek*, a Notary Public in and for and residing in said County, in the State aforesaid, CERTIFY THAT *Joseph J. Tomaszewski*, 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 he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

(SEAL) Given under my hand and Notarial Seal this 26th day of September 1994  
My Commission expires: 5-28-10-97  
*Andrew I. Kordek*  
Notary Public



