

## TRUST DEED

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94960664

This instrument was prepared by

Paul D. Fischer, Attorney  
420 N. Wabash Ave., Suite 203  
Chicago, IL 60611

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made November 8, 1994, between Edward V. Mikulski and Christine Mikulski, his wife herein referred to as "Mortgagors," and Paul D. Fischer, 420 N. Wabash Ave., Suite 203 ~~xx~~ Chicago 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 Twelve Thousand Three Hundred Sixty Dollars and Thirty-Five Cents (\$12,360.35) Dollars with interest thereon, payable in installments as follows:

Two Hundred Fifty Dollars and Seventy-Four Cents (\$250.74) Dollars or more on the 14th day of December 1994, and Two Hundred Fifty Dollars and 74/100 (\$250.74) Dollars or more on the same day of each month thereafter, except a final payment of \$250.74 Dollars until paid. Agreement is fully paid and except that the final payment, if not sooner paid, shall be due on the 14th day of November, 2000 ~~2001~~ c.m. 1994.

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:

Lot 4 in Block 12 in Village of Park Forest Area Number 2, Being a Subdivision in Section 36, Township 35 North, Range 13, East of the Third Principal Meridian, According to the Plat Thereof Recorded October 31, 1950 as Document 14940341, in Cook County, Illinois.

P.I.N. 31-36-104-004

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DEPT-01 RECORDING \$23.50  
 T80011 TRAN 4367 11/10/94 13144100  
 #5515 + RV \*-94-960664  
 COOK COUNTY RECORDER

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 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 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.

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

(x) Edward V. Mikulski  
 Edward V. Mikulski

[SEAL]

(x) Christine Mikulski

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS,

County Cook

SS.

I, Gail P. Gloudeaman, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Edward V. Mikulski and Christine Mikulski

who personally known to me to be the same person S, whose name S AWS 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

Official Seal

GAIL P GLOUDEMAN

NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES: 07/13/2001 Under my hand and Notarial Seal this

8th day of November, 1994.

Gail P. Gloudeaman Notary Public  
 233 [Signature]

Notarial Seal

A large, bold, red stamp with the words "UNOFFICIAL COPY" in all caps, centered horizontally across the bottom of the page. The stamp is partially transparent, allowing the underlying document text to be seen through it.

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15. This trustee need not be bonded and all previous bonds held by him shall be retained to and be binding upon his successor, unless otherwise provided in the instrument or by general principles of law.

16. Before transfer of title to real estate, trustee of successor shall be entitled to reasonable compensation for services at a rate determined by its trustee when the title is passed to it.

17. Before transfer of title to mean "notes" when more than one note is issued, trustee of successor shall be entitled to receive a fee as determined by its trustee when the title is passed to it.

18. Before transfer of title to mean "notes" when more than one note is issued, trustee of successor shall be entitled to receive a fee as determined by its trustee when the title is passed to it.

19. This trustee need not be bonded and all previous bonds held by him shall be retained to and be binding upon his successor, unless otherwise provided in the instrument or by general principles of law.

11. Trustees to the Holders of the notes in an action to law upon the note hereby secured, severally to the party nonpossessing same in the note right to inspect the premises at all reasonable times and access thereto shall be permitted for trial purpose.

10. No section for the enforcement of the law or of any provision hereof shall be subject to any decree which would not be good and effective to the intent hereof, or by any decree providing such application as made prior to force of law, to wit: (a) the defalcacy in case of a false and undue statement of facts; (b) the defalcacy in case of a false and undue statement of facts.

The borders of the mole to protect the marginated members and the lim hedges, plus reasonable compensation in trustee for each member occurring when certain authority may be taken, shall be so much additional compensation not less than fifteen dollars per acre for each member considered as a rate adjustment to him on account of any delinquency or nonpayment hereby incurred on the part of the trustee.

total cost of all products, including additional products, to holders of the notes, such costs to be apportioned among the holders of the notes in accordance with the relative principal amounts of the notes.

several categories, and other charges against the permittee, to prevent written demands, such as bills for services rendered, from being filed in the name of the permittee, and thereby defrauding the permittee.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 ARE REVERSED SIDE OF THIS TRUST DEED;