

# LASALLE BANK UNOFFICIAL COPY

**MATTESON**  
Matteson, Illinois

**RIVER OAKS**  
Calumet City, Illinois

**TRUST DEED**

THIS TRUST DEED made this 3rd day of March, 19 94 between Yvonne Shefcik\*\*

of the Village of Dolton, County of Cook and State of Illinois (herein after, whether one or more, and if more than one, jointly and severally, called "Mortgagor") and LaSalle Bank Matteson, an Illinois banking corporation, doing business and having its principal office in Matteson, Illinois, as Trustee, (hereinafter called "TRUSTEE") WITNESSETH:

\*\* Widow, not since remarried

WHEREAS, Mortgagor is justly indebted to the legal holder(s) of the installment note hereinafter described, in the principal sum of Thirty Nine Thousand and 00/100 Dollars (\$ 39,000.00 ), which indebtedness is evidenced by Mortgagor's installment note (the identity of which is evidenced by an identification number corresponding to the identification number of this Trust Deed), of even date herewith, made payable to LaSalle Bank Matteson and upon the terms and provisions as provided therein (hereinafter "Note") and delivered, in and by which Note, Mortgagor promises to pay the said principal sum and interest thereon in monthly installments as provided therein, with the balance of the indebtedness, if not sooner paid, due and payable on March 8, 2004 and

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest thereon, and all extensions and renewals thereof, in whole or in part, and any and all other sums which at any time may be due or owing or required to be paid as provided in this Trust Deed or in the Note, are hereinafter called the "indebtedness secured hereby". The legal holder(s) of the Note are hereinafter, whether one or more, called "holder of the Note".

NOW, THEREFORE, Mortgagor, to secure the repayment of the indebtedness secured hereby in accordance with the covenants and agreements herein and in the Note contained, and the performance and observance of the covenants and agreements of Mortgagor as herein and in the Note contained, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Convey and Warrant unto Trustee, its successors and assigns, the following described real estate:

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Lot 25 in 1st Addition to Ivy Gardens Subdivision, a Subdivision of Lots 73 and 74 in Ivy Gardens Subdivision, a Subdivision of the Northwest 1/4 of Section 14, Township 36 North, Range 14, also part of lot 5 in the partition of the east 1/2 of the Southwest 1/4 of Section 11, (except Railroad) and that part of the West 1/2 of Section 14, Township 36 North, Range 14, East of the Third Principal Meridian, lying North of the Calumet River, in Cook County, Illinois

PIN: 29 14 151 015

commonly known as:  
1004 Blouin,  
Dolton, Illinois 60419

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#5749 # \* -94 - 227851  
COOK COUNTY RECORDER

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which, together with the property hereinafter described, is called the "Premises".

TOGETHER with all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, hereditaments and appurtenances now or hereafter thereunto belonging or pertaining; and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of or used in connection with the real estate or the operation and convenience of the buildings and improvements located thereon, including, by way of enumeration but without limitation, all equipment owned by Mortgagor and used or useful in the operation of the real estate or improvements thereon or furnished by Mortgagor to tenants thereof; all machines, machinery, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled), and all floor coverings, screens, storm windows and doors, window shades, blinds, awnings, stoves, refrigerators, dish washers, disposal units, range hoods, water heaters and blowers; in each case now or hereafter placed in, on or at the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically enumerated.

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom,

AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether or not affixed or annexed to the real estate, are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate and for the purposes hereof shall be deemed to be real estate conveyed and mortgaged hereby,

TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are hereby expressly released and waived, for the purposes, uses and trusts herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness secured hereby or the breach of any covenant or agreement herein contained, or upon the occurrence of any Default (as hereinafter defined in paragraph 10 hereof).

AND IT IS FURTHER AGREED THAT:

- 1. Payment of Indebtedness.** Mortgagor shall promptly pay when due each item of indebtedness secured hereby, including, without limitation, principal, interest and monthly deposits described in paragraph 2 hereof, and shall duly perform and observe all the covenants and agreements herein or in the Note provided on the part of Mortgagor to be performed and observed.
- 2. Deposits for Taxes and Insurance.** In addition to the monthly installments of principal and interest payable under the Note, subject to applicable law or to a written waiver by holder of the Note, Mortgagor shall pay to holder of the Note on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (hereinafter "Funds") equal to one-twelfth of the yearly Taxes (as that term is defined in paragraph 6 hereof) which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, next to become due upon the Premises, plus one-twelfth of the annual premium installments for hazard insurance, plus one-twelfth of the annual premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by holder of the Note on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held by holder of the Note and may be commingled with such other funds or its own funds. Mortgagor shall promptly forward to holder of the Note all bills for Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, and insurance premiums received by Mortgagor. Holder of the Note, after presentation by Mortgagor of the bills therefor, shall apply the Funds to pay said Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, and insurance premiums. Unless applicable law requires interest to be paid, Trustee or holder of the Note shall not be required to pay Mortgagor any interest on the Funds. The Funds are pledged as additional security for the indebtedness secured hereby, and if a Default (as hereinafter defined in paragraph 10 hereof) occurs, holder of the Note, at its option, notwithstanding the purposes for which said deposits were made, may apply the same in reduction of the indebtedness secured hereby or any other charges then accrued, or to accrue, secured by this Trust Deed in such order and manner as holder of the Note may elect, and Mortgagor shall forthwith pay the resulting deficiency. If a deficiency shall exist or if the Funds are so reduced that the remaining Funds together with the monthly deposits of

This document was prepared by: \_\_\_\_\_ (Name) Dorothy Bartzak

(Address) 1701 River Oaks Drive, Calumet City, Illinois 60409

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- 6 hereof to be paid out of the Funds, and insurance premiums, when due, Mortgagee shall pay to holder of the Note on demand any amount necessary to make up the deficiency and said monthly deposits shall thereupon be increased as determined by holder of the Note in order to ensure that sufficient Funds will be available to pay Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, and insurance premiums, when due. For the purpose of determining whether a deficiency exists or the Funds are to be reduced such that the remaining Funds together with the monthly deposits of Funds (if any) will provide sufficient Funds to pay any particular Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, or insurance premiums, when due, or whether the monthly deposits comply with the foregoing requirements, except for the payment of an item that is due and payable notwithstanding anything to the contrary herein contained, holder of the Note shall not be obligated to use money deposited for the payment of an item not yet due and payable for the payment of an item that is due and payable. Notwithstanding anything to the contrary herein contained, holder of the Note shall not be liable for any failure to apply Funds to the payment of Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, and insurance premiums, unless Mortgagee, when no Default has hereafter defined in paragraph 10 hereof exists hereunder, shall have requested holder of the Note, in writing, to make application of such Funds to payment of the particular Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, or insurance premiums, for the payment of which such Funds were deposited, accompanied by the bills therefor.
- 3. Application of Payments. All payments described herein and all payments to be made under the Note shall be added together and the aggregate amount shall be paid by Mortgagee each month in a single payment to be applied by holder of the Note first in payment of amounts payable under paragraph 2 hereof, second to the indebtedness secured hereby other than principal and interest on the Note, and to interest on the Note and fourth to the amortization of the principal balance of the Note.
- 4. Preservation of Premises. Lessor, Mortgagee shall (a) keep the Premises in good condition and repair, without waste; (b) promptly repair, restore or rebuild all buildings or improvements now or hereafter on the Premises which may become damaged or destroyed (or, if complete, within a reasonable time, any building) now or at any time in the process of erection upon the Premises, (c) make no substantial repairs, alterations or remodeling of the Premises, unless the written consent of holder of the Note shall first have been obtained (or comply with all laws and municipal ordinances with respect to the Premises and the use thereof); (d) not do, or permit to be done upon the Premises, anything that might impair the value thereof, or the ten of the Trust Deed; (e) keep the Premises free from liens of mechanics and materialmen, and from all other liens, charges, claims or encumbrances, except for the liens of this Trust Deed and current real estate taxes not yet due and payable; (f) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the Premises superior to the lien hereof, and upon request, exhibit satisfactory evidence of the discharge of such prior lien, charge or encumbrance to holder of the Note; and (g) suffer or permit no change in the general nature of the occupancy of the Premises, without the prior written consent of holder of the Note.
- 5. Inspection of the Premises. Holder of the Note shall have the right to inspect the Premises from time to time at all reasonable times or times, and therefor shall be permitted for that purpose.
- 6. Taxes. Mortgagee shall pay all general and special taxes, general and special assessments, water charges, sewer charges and other charges, fees, penalties, fines and impositions of any kind (hereinafter generally called "Taxes") which may be levied, assessed, charged or imposed upon the Premises. Subject to applicable law, holder of the Note may require that all or some of the foregoing items included within the definition of Taxes be paid out of the Funds deposited by Mortgagee with holder of the Note in the manner provided by paragraph 2 hereof. It all or some of the foregoing items included within the definition of Taxes are not required by holder of the Note to be paid in such manner, Mortgagee shall pay such items by making payment, when due and before any penalty attaches, directly to the payee thereof. Mortgagee shall promptly furnish to holder of the Note all notices of amounts due under this paragraph, and if Mortgagee shall make payment directly, upon request, Mortgagee shall deliver to holder of the Note receipts evidencing such payments. To prevent default hereunder, Mortgagee shall pay in full under protest, in the manner provided by law, any Taxes that Mortgagee may desire to contest.
- 7. Insurance. (a) At all times, Mortgagee shall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the amount of their full insurable value, provided that the amount of such coverage shall not be less than that amount of coverage required to pay the indebtedness secured hereby, against loss or damage by fire, flood, damaged coverage", and such other hazards as holder of the Note may require from time to time, and for such periods as holder of the Note may require. Mortgagee shall provide such other insurance subject to holder of the Note's right to time, for reasonable cause, to accept such insurance may be chosen by Mortgagee as holder of the Note's right to time, for reasonable cause, to accept. Mortgagee shall include a standard mortgage clause or endorsement in form acceptable to holder of the Note in favor of and with loss payable to Trustee for days prior notice to holder of the Note, and shall be delivered to holder of the Note. Appropriate renewal policies shall be delivered to holder of the Note and not less than ten (10) days prior to the respective dates of expiration. (b) All premiums on insurance policies shall be paid out of the Funds deposited by Mortgagee with holder of the Note in the manner provided by paragraph 2 hereof. (c) In the event of loss or damage, Mortgagee shall give prompt notice to the insurer and holder of the Note, and holder of the Note is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagee shall sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Holder of the Note, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as holder of the Note may elect, or to the restoration or repair of the Premises. Any such application of proceeds to principal shall not extend or postpone the date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. It is provided in this Trust Deed, that the Premises are acquired by Trustee or holder of the Note, all right, title and interest of Mortgagee in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the Premises prior to the sale or acquisition shall pass to Trustee or holder of the Note to the extent of the sums secured by this Trust Deed immediately prior to such sale or acquisition. (d) If holder of the Note required mortgage insurance as a condition of making the loan secured hereby, Mortgagee shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the agreement between Mortgagee and holder of the Note, or applicable law. All mortgage insurance premiums shall be paid out of the Funds deposited by Mortgagee with holder of the Note in the manner provided by paragraph 2 hereof.
- 8. Holder's Performance of Mortgagee's Obligations. (a) If Mortgagee fails to perform the covenants and agreements herein and in the Note contained, or if any proceeding is commenced which materially affects the interests of Trustee or holder of the Note in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or an arrangement or proceedings involving a bankrupt or decedent, then Trustee or holder of the Note may, but shall not be required to, make any payment or appointment or perform any act herein required of Mortgagee in any form and manner deemed expedient to Trustee or holder of the Note, and may, but shall not be required to, make full or partial payments of principal or interest on or prior and coordinate encumbrances, if any, and purchase, discharge, compromise or settle any lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or other liability because of anything that it may do or omit to do hereunder. (b) All amounts paid or advanced for any of the purposes hereinabove authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and other monies advanced by Trustee or holder of the Note to protect the actions herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagee without notice and with interest from the date of disbursement at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Action of Trustee or holder of the Note shall never be construed as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee. In making any payment herein authorized, Trustee or holder of the Note shall be sole judges of the legality and validity thereof, and the amount thereof, and shall not be liable for any loss or damage incurred thereon.

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- 17. **Waiver of Defense.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party incurring the same in an action at law upon the Note.
- 18. **Forbearance by Trustee or Holder Not a Waiver.** Any delay or omission by Trustee or holder of the Note in exercising any right or remedy hereunder, or otherwise provided by applicable law shall not be a waiver of, impair or preclude the exercise of any such right or remedy. No waiver by Trustee or holder of the Note of performance of any covenant or agreement herein or in the Note contained thereafter in any manner shall affect the right of Trustee or holder of the Note to require or enforce performance of the same or any other of said covenants or agreements, and no single or partial exercise by Trustee or holder of the Note of any right or remedy hereunder shall preclude other or further exercise thereof or the exercise of any other right or remedy.
- 19. **Rights and Remedies Cumulative.** All rights and remedies herein conferred upon Trustee or holder of the Note are distinct and cumulative to any other rights and remedies under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently or successively. Every right or remedy may be exercised from time to time and as often as may be deemed expedient by Trustee or holder of the Note.
- 20. **Release of Trust Deed.** Trustee shall release this Trust Deed and the lien thereof upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid and all covenants and agreements herein made by Mortgagor have been performed, and upon the payment of a fee for its services as determined by its rate schedule in effect when the release deed is issued. Trustee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust and Trustees Act" of the State of Illinois as amended from time to time shall be applicable to this Trust Deed. Trustee may execute and deliver such release to, and at the request of, any person who shall, either before or after maturity thereof, produce and exhibit to Trustee this Trust Deed and the Note which bears the identification number of this Trust Deed and purports to be executed by the person(s) designated in this Trust Deed as the maker thereof, both representing that all indebtedness secured hereby 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 Note described herein 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 persons herein designated as the makers thereof. Where the release is requested of Trustee and it has never placed its identification number on the Note, it may accept as the Note any note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the makers thereof.
- 21. **Waiver of Liability.** Neither Trustee, nor any of its agents or attorneys, nor holder of the Note, shall (a) have any duty to examine the title, location, existence or condition of the Premises, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the Note or on this Trust Deed; (b) be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof; or (c) be personally liable for any acts or omissions hereunder, except in case of their own gross negligence or willful misconduct or that of the agents, attorneys or employees of Trustee or holder of the Note, and they may require indemnities satisfactory to them before exercising any power herein given.
- 22. **Resignation of Trustee.** Trustee, at any time, may resign or discharge itself of and from the trust hereby created by instrument in writing filed in the office of the Recorder or Registrar of Titles of the county in which this Trust Deed 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.
- 23. **Successors and Assigns.** This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and any and all persons claiming by, through or under Mortgagor, the same as if they were in every case named and expressed, and shall inure to the benefit of Trustee, its successors and assigns, and to holder of the Note. Each from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder of the Note were herein by name specifically granted such rights, privileges, powers, options and benefits.
- 24. **After-Acquired Consumer Goods.** To the extent that any property constituting a part of the Premises are consumer goods, notwithstanding anything contained herein or in the Note to the contrary, Trustee or holder of the Note shall not have a lien or security interest in after-acquired consumer goods of Mortgagor other than accessions unless Mortgagor acquires rights in said consumer goods within ten (10) days after Trustee or holder of the Note has given value. The terms in this paragraph 24 shall be defined as set forth in the Uniform Commercial Code as enacted in Illinois from time to time.
- 25. **Captions and Pronouns.** The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. The word "Note" shall be construed to mean "Notes" when more than one note is used.
- 26. **Joint and Several Liability.** The word "Mortgagor" shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, and all such persons shall be jointly and severally liable hereon, and any notice from Trustee or holder of the Note to Mortgagor may be given to all Mortgagors in care of any one or more Mortgagors selected by Trustee or holder of the Note. Notwithstanding anything to the contrary herein contained, no Mortgagor is obligated to pay any indebtedness described herein unless the Mortgagor has signed the Note.
- 27. **Governing Law.** The loan evidenced hereby has been made, and the Note and this Trust Deed have been delivered at Calumet City, Illinois, and the rights and obligations of the parties hereunder, including matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.
- 28. **Provisions Severable.** Wherever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Trust Deed be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Trust Deed on the day and year first above written.

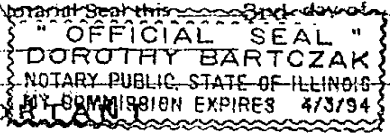
Yvonne Shefcik  
Yvonne Shefcik

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for and residing in said County,

in the State aforesaid, DO HEREBY CERTIFY THAT Yvonne Shefcik who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notary Seal this 3rd day of March, 1994  
My Commission Expires: \_\_\_\_\_  
Dorothy Bartozak  
Notary Public



<p>THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY LASALLE BANK MATTESON, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.</p>	<p>Identification Number _____ LaSalle Bank Matteson, Trustee. By: _____ Assistant Trust Officer, Assistant Secretary, Assistant Vice President</p>
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MAIL TO:  
LaSalle Bank Matteson  
1701 River Oaks Drive  
Calumet City, Illinois 60409

Place in Recorder's Office  
Box Number \_\_\_\_\_

For Recorder's index purposes, insert street address of above described Premises here.  
1004 Blouin  
Dolton, Illinois 60419

