TRUST DEED

CTTC Trust Deed 7
Individual Mortgagor
One Instalment Note Interest Included in Payment
USE WITH CTTC NOTE 7
Form 807 R.1/95

95849850

788099

DEPT-01 RECORDING $29.00
T#0014 TRAN 9661 12/07/95 10:06:00
#3821 # JW *-95-849850
COOK COUNTY RECORDER

This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made November 16, 1995, between Raymond W Zielinski and Rosemary Zielinski, his wife 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of One Hundred Sixty Three Thousand Eighty Six and no/100 ($163,086.00) DOLLARS, evidence by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from Nov. 16, 1995 on the balance of principal remaining from time to time unpaid at the rate of Eight per cent per annum payable in accordance with the Rider attached hereto and marked as Exhibit A ~~19 , and Dollars or more on the day of each 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 day of 19 . All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that each installment unless paid when due shall result in liquidated damages of:~~

~~1. $ PER LATE PAYMENT, or~~
~~2. PERCENT OF THE TOTAL MONTHLY PAYMENT, or~~
~~3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,~~

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and all of said principal and interest being made payable at such banking house or trust company in Oak Lawn, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the ~~office of~~ residence of Genevieve Riccordino in said city,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest 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 the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

PARCEL 1: Lot 4 in Shenandoah Ridge, being a Subdivision of part of the West 1/2 of the Southwest 1/4 of Section 17, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Easements for ingress and egress over, under, through and across Lots 29 and 30 of Shennandoah Ridge aforesaid, for the use and benefit of Parcel 1, as defined and set forth in the Declaration recorded as Document Number 95196655, and as amended by Document Number 95665391.

Tax No. 27-17-300-011 and 27-17-300-013

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.

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

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

Raymond W. Zielinski [SEAL] Rosemary Zielinski [SEAL]
RAYMOND W. ZIELINSKI ROSEMARY ZIELINSKI

[SEAL] [SEAL]

STATE OF ILLINOIS
SS
County of Cook

I, David M. Steadman a Notary Public in and for the residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT Raymond W. Zielinski and Rosemary Zielinski, his wife

who personally known to me to be the same person (s) whose name (s) 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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of, November 19 95.

Notary Public

Notarial Seal

"OFFICIAL SEAL"
David M. Steadman
Notary Public, State of Illinois
My Commission Expires 12/18/98

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises ; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the notes duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other

any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, 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 notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to the be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee of successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

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The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust Deed.

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

Identification No. 788099 Approved by

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

BY D. Nowak
Assistant Vice President, Assistant Secretary.

CTTC Trust Deed 7. Individual Mortgagor One Instalment Note Interest Included in Payment.Use with CTTC Note 7.
Form 807 R.1/95

[X] Recorders Box 333

[ ] Mail To:

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

15630 Shanandoah

Orland Park, IL 60462

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EXHIBIT A

Rider

1. Principal reduction payment of $83,086.00 plus accrued interest payable on or before January 1, 1996.

2. Monthly installments (including principal and interest) of the then unpaid balance of $80,000 as follows: $764.53 or more on the first day February, 1996 and $764.53 or more on the 1st day of each month thereafter until this 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 January, 2011. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal; provided that each installment unless paid when due shall result in liquidated damanges of five (5%) percent of the total monthly payment if received after the 15th day of calendar month.

Raymond W. Zielinski
RAYMOND W. ZIELINDKI

Rosemary Zielinski
ROSEMARY ZIELINSKI

The Mortgagor also hereby grants to the Mortgagee, its successors and assigns, as rights and easements appurtenant to the subject property described herein, the rights and easements for the benefit of said unit set forth in the declaration recorded as Document Number 95196655 and amended by Document Number 95665391.

This mortgage is subject to all rights, easements and covenants, restrictions, and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

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