



TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY - 95-100751

DEPT-01 RECORDING 123.50
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THIS INDENTURE, made January 24th 19 95, between MARIA WALICZEK, divorced and not remarried, and ANNA TACZYNSKI, divorced and not remarried, in joint tenancy with rights of survivorship. hereinafter 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of **FOURTY FIVE**

THOUSAND and no/100 (\$45,000.00) ----- Dollars, evidenced by one certain Instalment 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 January 1st 1995 on the balance of principal remaining from time to time unpaid at the rate of **8 3/4%** percent per annum in instalments (including principal and interest) as follows: **Three hundred**

fourty six and 01/100 or more (\$346.01) ----- Dollars or more on the **1st** day of **Jan. 1st 19 95** and **Three hundred forty six and 01/100** Dollars or more on the **1st** day of each month 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 **1st** day of **April 2024**. 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 the principal of each instalment unless paid when due shall bear interest at the rate of **15%** per annum, and all of said principal and interest being made payable at such banking house or trust company in **Chicago** Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the ~~holder's~~ **residence of Holders hereof** 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 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: **Unit No. 2 North, as delineated on survey of**

the following described parcel of real estate (hereinafter referred to as "Parcel") The North 1/2 of Lot 63 and all of Lot 64 in Valos Main Street Addition, a subdivision of Block 4 in the subdivision of the West 1/2 of the South West 1/4 of Section 22, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by LaSalle National Bank, as trustee under trust No. 7911, registered in the Office of the Registrar of Titles, Cook County, Illinois as document No. 23 051, 048; together with an undivided 1/2 interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units as defined and set forth in said Declaration and survey) Permanent Tax No. ~~10-22-1058-1003~~ **10-22-311 058-1003 (Said matter affects this and other property) Commonly known as: **8222 N. Kilpatrick Av. Skokie, IL 60076****

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong and, 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.

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.
Maria Waliczek | SEAL | Anna Taczynski | SEAL |
Maria Waliczek | SEAL | Anna Taczynski | SEAL |

STATE OF ILLINOIS, }
County of Cook } SS. I, MARIAN G. MERMEL
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Maria Waliczek, divorced and not remarried, and Anna Taczynski, divorced and not remarried, in joint tenancy.

Marian G. Mermel are personally known to me to be the same person S whose name are subscribed to the "OFFICIAL SEAL" 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.
Notary Public, State of Illinois
My Commission Expires 3/9/96
Given under my hand and Notarial Seal this 24th day of January 19 95

Marian G. Mermel Notary Public

INTERCOUNTY TITLE
ALLW S/WX 0031

95100751
ACT 1008

23.50

8800 N. Halsted St. Chicago, Ill. 60630

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS ABOVE
IN SPACE PROVIDED THEREON

MAIL TO: H.G. Morris

3000 Belmont Ave. Chicago, Ill. 60647

FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTRUMENT NOT RECORDED BY THE
RECORDER SHOULD BE IDENTIFIED BY THE
ASSISTANT SECRETARY OF THE RECORDER'S OFFICE

783601 Identification No. CHICAGO TITLE AND TRUST COMPANY, Inc. Assistant Secretary/Assistant President

1. Mortgages shall promptly repair, restore or rebuild any buildings or 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 insured (under policies) pending for payment by the mortgagee or its assignee. Mortgages 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 insured (under policies) pending for payment by the mortgagee or its assignee.

2. Mortgages 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 note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages 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 insured (under policies) pending for payment by the mortgagee or its assignee.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages 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 lien or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagee's premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise the premium rate set forth therein, when paid or incurred by Trustee or the holders of the note to protect the mortgagee's premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or other claim thereon.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, notwithstanding any objection in the note or in this Trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other obligation of the Mortgages herein contained.

7. When the individual liability secured hereby becomes due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the title of the note and holders of the note, condition of the title (or of the value of the premises) and expenses and costs of the note in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise the premium rate set forth therein, when paid or incurred by Trustee or holders of the note to protect the mortgagee's premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: (a) with an amount of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest then unpaid on the note; fourth, any overplus to Mortgages, then heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of said premises. The receiver appointed may be a mortgagee or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during and after the time when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of the Court from time to time may authorize the receiver to apply the net income of this trust deed, in whole or in part (a) to the satisfaction of the deficiency secured hereby, or by any decree foreclosing this trust deed, or any (b) special assessment or other lien which may be or become a lien upon the premises, or (c) to the satisfaction of any other lien which may be or become a lien upon the premises, or (d) to the satisfaction of any other lien which may be or become a lien upon the premises.

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party enforcing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the deed or to exercise any power herein expressly obligated by the terms hereof, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release in full and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee a release in full and at the request of any such successor trustee may accept as the genuine note herein described and which conforms with the description herein contained of the note and which may be placed thereon by a prior trustee hereunder or which conforms with the description herein contained of the note and which may be placed thereon by a prior trustee hereunder designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument 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.

15. This Trust deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note or this Trust deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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 or successor 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 shall be applicable to this trust deed.

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