



784358

CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made 2 FEBRUARY 1995, between WIESLAW GIZYNSKI

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 justly indebted to the legal holder or 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 FIFTY THOUSAND

AND NO/100 (50,000.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF

G.O.B. BUILDERS, INC., ITS SUCCESSORS AND/OR ASSIGNS

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from FEBRUARY 1, 1995 on the balance of principal remaining from time to time unpaid at the rate of 10.0 per cent per annum in instalments (including principal and interest) as follows: FIVE HUNDRED THIRTY SEVEN AND 30/100

Dollars or more on the 1ST day of MAY 1995 and FIVE HUNDRED THIRTY SEVEN AND 30/100

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 2010. 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 10.0 per cent 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 office of G.O.B. BUILDERS, INC.

4425 N. ELSTON, CHICAGO, ILLINOIS 60630

in said City,

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in 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 CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS.

LOTS 22 AND 23 IN BLOCK 3 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-34-229-034-0000

DEPT-01 RECORDING \$23.50
T37777 TRAN 8814 04/05/95 09:29:00
49875 + DC # -95-227845
COOK COUNTY RECORDER

PROPERTY ADDRESS: 4150 - 52 W. ARMITAGE, CHICAGO, ILLINOIS

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, encumbrances, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor 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 thereon 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 mortgagor or its 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.

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 Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused this instrument to be signed and sealed by him in person and acknowledged that he executed the same as his free and voluntary act and deed.

WITNESS THE HAND AND SEAL OF MORTGAGORS THE DAY AND YEAR FIRST WRITTEN ABOVE.

XXXXXX

WIESLAW GIZYNSKI (SEAL)

WIESLAW GIZYNSKI

STATE OF ILLINOIS, I, ALICJA MAJENSKI, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

WIESLAW GIZYNSKI

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

OFFICIAL ALICJA BIEGANOWSKA NOTARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES 2/6/95

GIVEN under my hand and Notarial Seal this 2nd day of Feb, 1995 NOTARY PUBLIC

2350

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