9 5 3 3 8 0 0 4

95338004

RUST DEED
ILE 57892
vidual Mortgagor

785119

DEPT-01 RECORDING $27.50
T#0014 TRAN 5810 05/24/95 13:09:00
#1529 # JW *-95-338004
COOK COUNTY RECORDER

5064-01411739

trust deed consists of four pages (4 sheets 1 side). The covenants, conditions and provisions appearing on subsequent pages ncorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and ns.

INDENTURE, made MAY 15, 1995, between MICHAEL MICHALOWICZ AND CECILIA MICHALOWICZ HIS E AS JOINT TENANTS.

n referred to as "Mortgagors" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, is, herein referred to as TRUSTEE, witnesseth:

T, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or rs being herein referred to as Holders Of The Notes, in the Total Principal Sum of $ 12,308.50

LVE THOUSAND THREE HUNDRED EIGHT AND 50/100 ---------- DOLLARS, evidence by one n Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER OR OTHER PARTY and ered, in and by which said Note the Mortgagors promises to pay the said principal sum and interest from on the balance of ipal remaining from time to time unpaid at the rate of 13.50 percent per annum in installments (including principal and interest) llows:

7.49 Dollars or more on the 19TH day of JUNE, and $187.49 Dollars or more on the 19TH day of each month fter until note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 19TH day of 19,2005. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid pal balance and the remainder to principal; provided that each installment unless paid when due shall result in liquidated damages of:

0.00 PER LATE PAYMENT, or
0 PERCENT OF THE TOTAL MONTHLY PAYMENT, or
D LIQUIDATED DAMAGES FOR LATE PAYMENT,

t of said principal and interest being made payable at such banking house or trust company in , Illinois, as rs of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of in said city,

THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, ions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be med, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these ts CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, d interest therein, situate, lying and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

125 IN WILLIAM ZELOSKY'S SUBDIVISION OF BLOCKS 1,2, 3 AND 4 IN
DIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE
THWEST OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH,
E 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-07-315-020

95338004

INSTRUMENT WAS PREPARED BY:
COBB
N. MILWAUKEE
GO, IL. 60630

27.50
V1

which with the property hereinafter described, is referred to herein as the "premises." 95336024

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.

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

Michael Michalowicz [SEAL] _____ [SEAL]

MICHAEL MICHALOWICZ

Cecilia Michalowicz [SEAL] _____ [SEAL]

CECILIA MICHALOWICZ

STATE OF ILLINOIS

SS

County of _____

I, Chester A. Hodges IV a Notary Public in and for the residing in said County, in the state aforesaid,

DO HEREBY CERTIFY THAT Michael & Cecilia Michalowicz

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 I signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of, May 1995

Chester A. Hodges IV

Notary Public

Notarial Seal

"OFFICIAL SEAL"
CHESTER A. HODGES IV
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/20/98

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.

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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 prior lien or title or claim therof, or redeem from any tax sale or forfeiture affecting said premises or contest any

95336024

moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including y other moneys advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional ereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the highest post the notes securing this trust deed, if any, otherwise the highest pre maturely rate set forth therein. Inaction of Trustee or holders be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

olders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to timate procured from the appropriate public office without injury into the accuracy of such bill, statement or estimate or into the sment, sale, forfeiture, tax lien or title or claim thereof.

each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of cipal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the agreement of the Mortgagors herein contained.

s hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall e the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the ditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which ems to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee ates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, may deem to be er to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional eby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the ed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in roceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or this trust deed or any indebtedness hereby secured or (b) preparations for the commencement of any suit for the foreclosure ch right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding emises or the security hereof, whether or not actually commenced.

reclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items reof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; erest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns,

fter the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of ver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and y be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises uch foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be l as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such nd all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in rt of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other ome superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency ncy.

reement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party on at law upon the notes hereby secured.

of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and access thereto shall be

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o examine the title, location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the rity of the signatories on the note or the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power

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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 hereof to and at the request of 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.

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

Identification No. 785119

CHICAGO TITLE AND TRUST COMPANY,

BY _____
Assistant Vice President, Assistant Secretary.

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

95333003

[ ] Recorders Box 333

[ ] Mail To: Chigago Title & Trust
Note ID and Release
171 North Clark
Chicago, IL 60601

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