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### TRUST DEED

CTTC Trust Deed 7 Individual Mortgagor One Instalment Note Interest Included in Payment **USE WITH CITC NOTE 7** Form 807 R.1/95 785437

95381114

. DEPT-UI RECORDING

- T#2222 TRAN 0644 06/13/95 11:01:00
- \$2405 \$ JL #-95-381114
  - 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 helps, successors and assigns.

RAPHAEL ZAGORSKI and THIS INDENTURE, made 19 95 , between KATARZYNA SZYFFER ZAGORSKA, his wife, of Chicago, Cook County, State of Illinois, herein referred to as "Mortgagors" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSIPE, 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 SEVENTY-FIVE THOUSAND (\$75,000.00)----- DOLLARS, evidence by one certain Installment Note of the Mortgagors of even date herewith. Inche payable to THE ORDER OF SHAKKER BARBARA ZAGORSKA and delivered, in and by which said Note the Mortgagors premise to pay the said principal sum and interest from June 5. 1995 on the balance of principal remaining from time to time unpaid at the rate of four annum in installments (including principal and interest) as follows: \$554.77 Dollars or more on the s tday of July, 1995 month 19, and FIVE HUNDRED FIFTY-FOUR & 77/100 Dollars or more on the 1st thereafter until said note is fully paid except that the Tari payment of principal and interest, if not sooner paid, shall All such payments on account of the indebtedness evidenced June, 2000. day of XXX be due on the 1st 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:

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2. SIX (6%) PERCENT OF THE TOTAL MONTHLY PAYMENT, or

and all of said principal and interest being made payable at such banking house or trust company in Park Ridge . 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 Barbara Zagorska, 1312 South Washington, Park Ridge, Cook County, Il indis 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 becoin 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: Unit 343 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 19th day of October, 1977 as Document Number 2975279. An Undivided 1.3761% interest(except the Units delineated and described in said survey) in and to the following Described Premises: The South 115.33 Feet of the North 270.68 Feet, as measured along the East line thereof, of the West 611.00 Feet of the West 691.00 feet of that part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at the Northeast Corner of the West Half (1/2) ofsaid Southwest Quarter (1/4); running thence West along the north line of said Southwest Quarter (1/4) to the Northwest corner of said Southwest Quarter (1/4); thence South along the West line of said Southwest Quarter (1/4), 40 rods; thence East on a line parallel with said North line to the East line of the West Half (1/2) of said Southwest Quarter (1/4); thence North to the point of beginning.

Commonly known as 5147 North East River Road, Unit 343, Chicago, Illinois 60656 Permanent Index Number: 12-11-310-071-1070

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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

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERREIT TO ARE:  Mortgagors shall (a) prompty repair, restore and rebuild any buildings or improvements tow or hereafter on the premises which may be accured to concome claimaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or a fine or charge or the described to the lien hereof; (c) pay when due any tude's access which may be accured by the receipence or to holders of the not expressly subordinated to the lien hereof; (c) pay when due any tude's access which may be accured by the receipence or to holders of the note, (d) complete within a reasonable time any building or buildings now or at any time in process or to holders of the note, (d) complete within a reasonable time any building or buildings now or at any time in process the to remise appearance; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the section upon said premises appearance to the premises except as required by law or municipal ordinance.  Mortgagors shall preve all buildings and improvements now or hereafter situated on said premises appearance, any taken to reasonable in the manner providing the notes duplicate receipts therefor. To prevent default hereafter to pay the cost of replacing the amounts, water providing to pay the cost of replacing to repaired against here policies providing to pay the cost of replacing to policies providing to pay the cost of replacing to repairing the same or to pay in full or payment by the insurance companies and improvements of replacing or repairing the same or to pay in full the holders accured hereby, all in companies antistectory to the holders of the notes, under insurance policies providing to pay the cost of replacing to repairing the same or to pay in full or payment by the insurance for the behalf of the holders of the notes, and in case of the providing to a wind the repressional and the notes, and the full manner of the notes, and
who personally known to me to be the same person (s) when the foregoing instrument, appeared before me this day in person and acknowledged that they signed, said and delivered the said Instrument as their in the uses and purposes therein agt forth.  Given under my hand and Motarial Scal this 5 day of, Jule 19 95.  MY COMMISSION EXPIRES 7/31/95  MY COMMISSION EXPIRES 7/31/95
STATE OF ILLINOIS  Sounty of <u>Coak</u> I, a Notery Public in and for the residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT  RAPHAEL ZAGORSKI and KATARZYNA SZYFFER ZAGORSKA, his wife,
RAPHAEL ZAGORSKI (SEAL)  [SEAL]
and trusts herein set forth, free from all rights and benefits under and by virue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mongagors do hereby expressly release and waive.  Witness the hand and seal of Mongagors the day and year first above written.  [SEAL]
considered as constituting part of the real catate.  TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trustee persists and the light state of the Harstein and trustee persists and the state of the Hongier.

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 alteristic apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be:

TOGETHER with all improvements, tenements, fixtures and appartenances thereto belonging, and all rents, issues and profits thereto 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 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), sereens, window shades, atom doors and windows, floor coverings, inador beds, awnings, stoves, (without restricting the foregoing), sereens, window shades, atom doors and windows, floor coverings, inador beds, awnings, stoves,

which with the property hereinalter described, is referred to herein as the "premises,"

and water heaters.

# UNOFFICIAL COPY prior lites or claim thereof, or redeem from any tax and or forfeiture affecting said-premises pr contest any tax or assessment.

prior lies or claim thereof, or redeem from any tax sale or forfeiture affecting satisfactor prices or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, to protect the inortgaged 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturely rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes 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 injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three devis in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the light 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 expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to tile as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders a any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature 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 highest post maturity rate set forth in the notes securing this trust deed, if any, our rwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosus hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened without proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their notes may appear.
- 9. Upon, or at any time after 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. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be a pointed as such receiver. Such receiver shall have the 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 any further times when Mortgagors, 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 are usual in such cases for the protection, possession, control, management, and operation of the premises 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 payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.
- 10. 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 interposing same in an action at law upon the notes hereby secured.
- 11. Trustee or the holders 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 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 signatures or the identity capacity, or authority of the signatures on the note or the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or confusers of Trustee, 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 hereof to and at the request of

nakers thereof. with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all

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

through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment 15. This Trust Deed and all provisions hereof, shall extend to the be binding upon Mortgagors and all persons claiming under or given Trustee.

when the release deer is issued. Trustee of successor shall be entitled to reasonable compensation for any other act or service performed 16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

under any provisions of this trust deed.

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

Identification No. 282432

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

Assistant Vice President/Assistant Secretary.

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

TOO OF THE CTTC Trust Deed 7. Individual Mortgagor One Instalment Mote Interest Included in Payment. Use with CTTC Note 7. -004 COUNTY (

Form 807 R.1/95

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

Chicago, Illinois 60656 EPE JinU 5147 North East River Road,

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