

UNOFFICIAL COPY

TRUST DEED

LPTC Trust Deed 7
 Individual Mortgagor
 One Instalment Note
 Interest Included in Payment
 Form 804 (IL) R. 9/85

96179109

790470

. DEPT-01 RECORDING \$27.50
 . T#0011 TRAN 0658 03/08/96 14119100
 . #2693 RV #-96-179109
 . 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 March 1, 19 96, between Phyllis Klaczynski and Clifford M Klaczynski, her husband in joint tenancy 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as "Holders Of The Note",

() in the Total of Payments of \$ _____, or
 x () in the Principal Amount of Loan of \$ 78177.85 _____, together with interest on unpaid balances of the Principal Amount of Loan at the Agreed Rate of Finance Charge Per Year set forth in the Note,

evidenced by one certain Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, the last payment to fall due on March 6, 2011. It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to the Holders of the Note, within the limits proscribed herein.

NOW THEREFORE, the Mortgagors to secure the payment of the said indebtedness in accordance with the terms, provisions and limitations of this trust deed, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by the Holders of the Note, provided however, that the principal amount of the outstanding indebtedness owing to the Holders of the Note by Mortgagors at any one time shall not exceed the sum of \$200,000.00, and also to secure 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:
 LOT 41, IN TALBOTS SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF LYONS STREET, IN VILLAGE OF HODGKINS, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1926. AS DOCUMENT NUMBER 9457993, IN COOK COUNTY, ILLINOIS

PLN# 18-22-104-003

96179109

UNOFFICIAL COPY

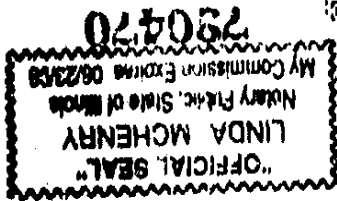
4. In case of default thereon, Trustee or the holder of the note or of any of them, may, but need not, make any payment or perform any act hereunder required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien

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

premium, in the manner provided by statute, any tax or assessment which Mortgagee desires to contest. Trustee or to holders of the notes duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full and/or charges, power service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water municipal ordinance.

1. Mortgagee shall: (a) promptly repair, restore and rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good and repair, without want, and free from mechanic 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 building now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:



Notarial Seal

Notary Public

Linda McHenry

Given under my hand and Notarial Seal this 1 day of March, 1995

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 free and voluntary act, for the uses and purposes therein set forth.

I, Linda McHenry, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT Clifford M. Klaczynski and Phyllis Klaczynski

STATE OF ILLINOIS
County of WILL
SS

WITNES the hand and seal of Mortgagee the day and year above written.
Phyllis Klaczynski (SEAL)
Clifford M. Klaczynski (SEAL)

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 Mortgagee 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 mortgagee 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 Mortgagee do hereby expressly release and waive.

0016100

UNOFFICIAL COPY

11. The Trustee or the holder of the note, or of any of them, shall have the right to inspect the premises at all reasonable times and
 and available to the party incorporating same in an action at law upon the note hereby secured.
 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
 however or as such defense, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency;
 any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien
 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
 control, management, and operation of the premises during the whole of said period. The Court from time to time may authorize
 rent, taxes and profits, and all other powers which may be necessary or are usual in such cases for the protection, preservation,
 well as during any further time when Mortgagee, except for the intervention of such receiver, would be entitled to collect such
 will and, in case of a sale and a deficiency, during the full statutory period of redemption, whether the receiver be appointed as such
 such receiver shall have the power to collect the rent, taxes and profits of said premises during the period of such foreclosure
 or whether the name shall be the name occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver,
 or liability of the Mortgagee at the time of application for such receiver and without regard to the then value of the premises
 receiver of said premises, such application may be made either before or after sale, without notice, without regard to the receiver
 (c) 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
 in the principal note; fourth, any agreement for the sale, lease, mortgage, or assignment of the premises, or their rights may appear
 that evidenced by the principal note; fifth, interest thereon as herein provided; sixth, all principal and interest remaining unpaid
 preceding paragraph hereof, second, all other loans which under the term "new construction" including all such items as are mentioned in the
 account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the
 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on
 commenced.
 for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually
 of any suit for the foreclosure hereof or for accrual of such right to foreclosure whether or not actually commenced; or (c) preparation
 claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) participation for the commencement
 which (a) any proceeds including principal and back interest, to which either of them shall be a party, either as plaintiff,
 otherwise the highest pro rata interest to the holder of the note or holder of the note in connection
 interest thereon at a rate equivalent to the highest rate not forth in the note securing this trust deed, if any,
 paragraph mentioned shall become no more an additional indebtedness secured hereby and immediately due and payable, with
 each decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this
 deemed to be reasonably necessary either for or to evidence a bid or to evidence a bid also which may be had pursuant to
 Terms certificate, and similar data and manner which with respect to the Trustee or holder of the note, or any of them, may
 expended after entry of the decree, or production of the same, the mortgagee and examination, government policies,
 documentary and expert evidence, photographs, charts, publications and data (which may be obtained as to them) to be
 or on behalf of the Trustee or holder of the note, or any of them, for attorney's fees, appraiser's fees, and any other
 and included as additional indebtedness in the decree for or also all expenditures and expenses, which may be paid or incurred by
 them, or Trustee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed
 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note, or any of
 of the Mortgagee herein contained.
 when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement
 contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b)
 indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the
 hereof. At the option of the holders of the principal note, or any of them, and without notice to Mortgagee, all unpaid
 6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms
 thereof.
 accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, lien or title or claim
 may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the
 5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments,
 be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagee.
 trust deed, if any, otherwise the highest pro rata interest to the holder of the note or holder of the note in connection
 without notice and with interest thereon at a rate equivalent to the highest rate not forth in the note securing this
 authorized may be taken, shall be no more an additional indebtedness secured hereby and shall become immediately due and payable
 mortgagee premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein
 including attorney's fees, and any other money advanced by Trustee or the holder of the note, or of any of them, to protect the
 assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith,
 or other prior lien or title or claim thereof, or redemption from any tax and or forfeiture affecting said premises or contract any tax or

024062

93121403

UNOFFICIAL COPY

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.

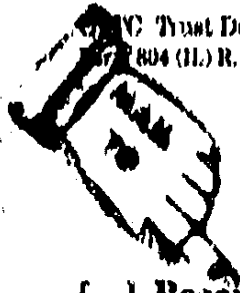
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes of 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 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 Trustee 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. **730470**
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE
BY *Stuart D. Johnson*
Assistant Vice President, Assistant Secretary



Trust Deed 7. Individual Mortgagor One Instalment Note Interest Included in Payment.
804 (11.) R. 9/86

[] **Recorders Box 338**

6078709

(x) Mail to: Prepared by Linda Mellony and return to:
CHICAGO TITLE AND TRUST
NOTE IDENTIFICATION DEPARTMENT
111 W WASHINGTON ST
CHICAGO, IL., 60602

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

9094 Lyons St

Hodgkins, Il, 60525