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Address)	And the state of t
ROLLING MEADOWS, ILL. 60008	FONT
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	7. 2599291 KB #-96-25929
TRUST DEED	COOK COUNTY RECORDER
INUST DEED	
al chicadesine	
110030358	
HISINDENTURE, made ARITL, 3	THE ABOVE BLACE FOR HECORDERS DEFONLY 1996 , DOIWIGHT DECCY KALTINGKT AS
JOINT TENANT	, herein referred to as "Mortgagors," and
CHICAGO TITLE AND TRUST	gradual), an Illinois corporation doing business in
CHICAGO	lilinois, herein referred to as Trustee, witnesseth:
- AUNDOED (WENTY-ELISH) MALLARS AN	Dashiotic softhe Note in the principal sum of <u>ETCHTY-SEVEN_THOUSAND_SIX</u> ND 86/100 Dollars, evidenced by one certain Promissory Note in herewith the eviding particularly, but not exclusively, prompt payment of all sums perforting the evidence made payable to the Holders of the Note and delivered, in
and by which said Note the Mortgagors pro not paid earlier, due and payable as provide made at the place or places designated in	herewith (in ading particularly, but not exclusively, prompt payment of all sums re-to-time the eunder), made payable to the Holders of the Note and delivered, in omise to make monthly payments of principal and interest, with the whole debt, if ed in the Note. All of said principal and interest payments under the Note shall be writing from time to time by the Holders of the Note.
NOW, THEREFORE, the Mortgagors to s accordance with the terms, provisions and li persin contained, by the Mortgagors to be p be hereof to protect the security of this trust.	ecure: (a) the payment of the said principal sum of money and said interest in imitations of this trust deed; of the performance of the covenants and agreements enformed; (c) the payment of all other sums, with interest, advanced under Section deed; and (d) the unpaid balances of loan advances made after this trust deed is less presents BARGAIN, SELL GYANT TRANSFER, CONVEY and WARRANT is, the following described Real Estato and all of their estate, right, title and interest
delivered to the recorder for record, do by th unto the Trustee, its successors and assign therein, situate, lying and being in the	
	_, COUNTY OF AND STATE OF ILLINOIS,
o wit:	SCHEDULE "A" WHICH IS ATTACHED HERETO
	AT HEREOF FOR THE LEGAL DESCRIPTION.
Prior Instrument Reference: VolumePermanent tax number: _07-27-425-015	
which with the property bereinafter descri	bed, is referred to herein as the "premises".
TOGETHER with all improvement	s, tenements, easements, fixtures, and appurtenances thereto belonging, and all
ents, issues and profits thereof for so long a	and during all such times as Modgagers may be entitled thereto (which are placed)
nnmanly and on a panty with salu real esta herein or thereon used to supply heat, das,	air conditioning, water, light, power, refrigeration (whether single unit, or centrally
controlled), and ventilation, including (with	but restricting the foregoing), screens, window shades, storm doors and windows,
loor coverings, in-a-door beds, awnings, st	eves and water neaters, but not including any apparatus, equipment of anicles that
444), as now or hereafter amended. All of th	le foregoing are declared to be a part of said real estate whether physically attached
thereto or not, and it is agreed that all si	bed, is referred to herein as the "nremises". s, tenements, easements, fixtures, and appurtenances thereto belonging, and all and during all such times as Mortgagors may be entitled thereto (which are pladged lite and not secondarily) and all apparatus, equipment or articles now or hereafter, air conditioning, water, light, power, refrigeration (whether single unit, or centrally out restricting the toregoing), screens, window shades, storm doors and windows, over and water heaters, but not including any apparatus, equipment or articles that its defined in the Federal Trade Commission Credit Practices Rule (16 C.F.R. Parties defined in the Federal Trade Commission Credit Practices Rule (16 C.F.R. Parties foregoing are declared to be a part of said real estate whether physically attached milar apparatus, equipment or articles hereafter placed in the premises by the shall be considered as constituting part of the premises.
MCOGREGES OF THEIR SUCCESSORS OF ASSIGNED TO HAVE OVER	isnan be considered as constituting part of the premises. pises unto the said Trustee, its successors and assigns, forever, for the purposes.
and upon the uses and trusts herein set fort	h, free from all rights and benefits under and by virtue of the Homestead Exemption
Laws of the State of Illinois, which said fight	ts and benefits the Mongagors do hereby expressly release and waive. By signing
below	the spouse of Mortgagor, has also executed this trust deed solely for the shereby so release and waive) all of such spouse's rights and bonelits under and
purpose of releasing and waiving (and doe	is hereby so release and waive) all of such spouse's rights and bonefits under and 📁
by virtue of the Homestead Exemption La	I Al Chan - A liller I -

1. Mortgagors shall promptly pay when due the principal and interest on the debt evidenced by the Note and any other charges due under the Note.

2. Mortgagors shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or he 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 hereot; (c) pay when due any includedness 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 applicable law with respect to the premises and the use thereof: and (i) make no material alterations in said premises except as required by applicable law.

3. 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 or tines against the premises when due, and shall, upon written request, furnish to Trustee or to Holders of the Note duplicate receipts therefor. To prevent nonperformance hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which

Mortgagors may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by [1.4, lightning, earthquake, wind-driven rain or windsturm (and flood damage, where the lender is required by few to have its lean so insured) under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured horeby, all in companies satisfactory to the Holders of the Note, and en insurance policies payable, in case of loss or damage, to Trustée for the benefit of the Holders of the Note, such rights to Le avidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and enewal policies, to Holders of the Note, and in case of insurance about to expire, shall deliver

renewal policies not less than fail duys prior to the respective dates of expiration.

5. If Mortgagors fall to perform the covenants, conditions and provisions contained in this trust deed, Trustee or the Holders of the Note may, but need not, make any payment or perform any act herein required of Mortgagors in any form and manner deemed expedient, and may, bu ne echot, 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 tien or title or claim thereof, or redeem from any fax sale or forfeiture affecting said premises or contest any fax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other monles advanced by Trustee or the Holders of the Note to protect the mortgaged 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. Unless Mortgagers and the Holders of the Note agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate sat to thin the Note and shall be payable, with interest, upon notice from the Holders of the Note to Mortgagors requesting payment. Inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any failure to perform the covenants, conditions and previsions contained herein on the part of Mortgagors.

6. 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 officit without inquiry into the accuracy of such bill, statement or estimate or into the validary of any tax, assessment, sale forfeiture, tax lien

or title or claim thereof.

7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according

to the terms hereof.

8. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Froder's of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreck se the lien hereof, except as otherwise provided by applicable law, there shall be allowed and included as additional indebtedness in the degree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Holders of the Note or 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Holders of the Note may deem to be reasonably necessary either 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 title to or the value of the premise. All expanditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hyreby 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, or otherwise the prematurity rate set forth therein, whe i paid or incurred by Trustee or Holders of the Note 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 foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

3. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of corrid 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 Note, with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the Note; Fourth, any surplus to Modgagors, their heirs, legal representatives or assigns, as their rights may appear.

10. 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 cale, without notice, without regard to the solvency or inscivency of Montgagors 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 homostead 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 pendancy of such foreclosure suit and, in case of a sale and a deticiency, during the full statutory period of redemption whother there be redemption or not, as well as during any further times when hongagers, 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 new 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 han which may be or become superior to the lish hereof or of such decree, provided such application is made prior to foreclosure sale;

(b) the deficiency in case of a sale and deficiency.

11. 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 Note hereby secured, except as otherwise

provided by applicable law.
12. Trustee of the Holders of the Note shall have the right to inspect the premises at all reasonable times and access

thereto shall be purmitted for that purpose.

13. If this first dead is on a leasehold, Mongagors shall comply with the provisions of the lease and if Mongagors acquire fee title to the cramises, the leasehold and fee title shall not merge unless Trustee or the Holders of the Note agree

to the merger in writing.

14. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the premises or for conveyance in life of condemnation are hereby assigned and shall be paid to the Holders of the Note. In the event of a total taking of the premises, the proceeds shall be applied to the sums secured by the trust deed, whether or not include, with any excess paid to Mongagors. In the event of a partial taking of the premises, unless the Holders of the Note otherwise agree in writing, the sums secured hereby by this trust deed shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the premises immediately before the Holders of the Note that the condemnations. Mondagors. If the premises are abandoned by Mondagors, or if, after notice by the Holders or the Note that the condemnor offers to make an award or settle a claim for cam uses. Mondagors fail to respond to the Holders of the Note within 30 days after the date the notice is given, the Holders of the Note when an arrival the date the notice is given, the Holders of the Note are sufferized to collect and apply the proceeds, at its or their option, either to restoration or repair or the promises or to the sums secured by this trust dead whether or not then due. Unless the Note provides otherwise, any application of the proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Section 1 hereof or change are conquisted to the payments.

15. If the loan secured by this trust deed is subject to a line which sets maximum loan charges and that law is linally interpreted so that the interest or other loan charges collecto. For to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the arount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mongagors which exceeded permitted limits will be relunded to Mongagors. The Holders of the Note may choose to make this refund by reducing the principal owed under the Note or by making a direct

payment to Mongagor

15. This trust doed shall be governed by federal law and the laws of illinois. In the event that any provision or clause of this trust deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of this trust deed or the Note which can be given effect without the conflicting provision. To this end the provisions of this trust dead and the Note

are declared to be severable.

17 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 signatories on the Note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless as massly obligated by the terms hereof, nor be listle for any acts or omissions hereunder, except in case of its own gross negligelice or misconduct or that of the agents

or empley ses of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
18. Trustee shall reluces this trust deed and the floor thereof by proper instrument upon presentation of eatisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustoe may experte and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, product, and exhibit to Trustoe the Note representing that all indebtedness hereby secured has been paid, which representation Trustoe may accept as true without inquiry. Where a release is requested of a successor trustoe, such successor trustoe may accept as the genuine Note herein discribed any Note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed by the Holders of the Note and where the release is requested of the note and which purports to be executed by the Holders of the Note and which purports to be executed by the Holders of the Note and, where the release is requested of the original Trustee and it has never placed its identification number of the Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the Holders of the blote herein designated as makers thereof.

19. Trustee may resign by instrument in writing liled 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 Dends 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.

20. 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. Any Mortgagor who co-signs this trust deed but does not execute the Note: (a) is co-signing this trust deed only to mortgage, grant and convey that it ordgagor's interest in the premises under the terms of this trust deed and/or to release and waite the trust deed and only to mortgage that the lighter of the light and any is not personally obligated to pay the sums secured by this trust deed; and (c) agrees that the Holders of the Mote and any othe Montgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this trust deed or the Note without that Mongagor's consent.

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21. 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 receive for its services after any other act or service performed under any provisions of this frust deed. The provisions of the emitted to reasonable compensation for any other act or service performed under any provisions of this frust deed. The provisions of the illinois Trust and Trustee's discontinued. Upon reinstatement by Morgragors, this trust deed and the obligations secured thereby shall remain this sold or interest and the obligations secured thereby shall remain this is sold or transferred (or if a beneficial interes in Morgragors, interest in its sold or transferred (or if a beneficial interes in Morgragors are not in mirrial persons) without prior written consent of the Horder of the plumines or any interest in his sold or transferred (or if a beneficial interes in Morgragors is sold or transferred and Morgragors are not in mirrial persons) without prior written consent of the Horder of the Note in mirrial persons without prior written consent of the Horder in Morgragors are not in mirrial persons without the prior written consent of the Horder, of this Note, the Horders of the Note is prohibited by federal law as of the which Morgragors must pay all sums secured by this trust deed. If worders of the Note is prohibited by federal law as of the which Morgragors must pay all sums secured by this trust deed. If Morgragors late to pay these sums prior to the expiration of Morgragors.

24. Except as provided in Section 23 hereof, if Morgragors are in default due to the occurrence of emitted within and detail in the provided of the Note shall give Morgragors of the Activity and the Morgragors and dead in the "DEFAULT" provision of the Note, the Holders of the Note shall give Morgragors and developed the notice of the note shall give Morgragors and developed the notice of the note shall give Morgragors and

a juntament offer statement of the state	7	origagors the day and year first above written.	h '
STATE OF ILLINOIS,		Mortgager PEGGY KALINSKI	9E
COUNTY OF COOK	88.	1/1	
- THE THE PARTY CE	G HAMMACK RTIFYTHAT PYGGY KALINSKI	AS JOXNT TENANT IN THE ENTITY personally known to me to be	ng in said Count
oluntary act for the	subscribed to the factorial sealed and seale	delivered the said instrument as their	mee and
EAL)	_	Cars He / Co	N (
4	MPORTANTI	y Commission expires:	Notary Public
1. Y		THE PROPERTY OF	-
OR THE PROTECTION ENDER THE NOTE S HOULD BE IDENTIFIED	OF BOTH THE BORROWER AN	VD Identification No. 750837	
OR THE PROTECTION ENDER THE NOTE SHOULD BE IDENTIFIED THE PROTECT OF THE PROTECT	OF BOTH THE BORROWER AN ECURED BY THIS TRUST DEE OR RECORD	ND Identification No. 13031 By The CHICAGO TRUST COMME	Trustee
ENDER THE NOTE S HOULD BE DENTIFIED TUST DEED IS FILED F	OF BOTH THE BORROWER AND CURED BY THIS TRUST DEED BY THE TRUSTEE BEFORE THE OR RECORD THE PLUM GROVE ROAD RG, ILLINOIS, 60173	FOR THE CONTRUST CONTRUST FOR THE CONTRUST FOR	POSES

Schedule "A"

RINEFRIARY TAXAGE AND ADDRESS:	ACCOUNT MANSER:	•
•	1250~333421 NAME OF TRUEYOR(p)	·
HOLDER OF NOTE	1) PEGGY KALINSKI 2)	
	(3) (4)	er i karangan da _{da} da sa
Legal Description of Real Property:		
Unit 61-1A Together with its un	DIVIDED PERCENTAGE INTEREST	IN THE
COMMON PLEMENTS IN CARRIAGE HOW		
AND DEFINET IN THE DECLARATION		
In southeast 1/4 of section 26, the third principal meridian, I		, EAST OF
		•
CO ₂	(x,y) = (x,y) + (y,y) = 0	
04		
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	04	
	County Clarks	
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rcal property commonly known as	<u> </u>	
961 WESTCHESTER CIRCLE, SCHAUMBU	RG. TELINOTS, 60193	, CO
TRUBTOR(s) MAILING ADDRESS TO WHICH A COPY OF ANY HOTICE OF DEFAULT OR A		
		(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
Signature of Trustor(s):		
Cogger Kalinski		
PEGGY KALINSKI	750837	

15-990 CA (Rev. 5-96)

Property of Cook County Clerk's Office

06265236