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TRUST DEED

CITC Trust Deed 1
Individual Mortgagor Term
Secures ONE Principal Note
USE WITH CITC NOTE 1
Form 39 R.1/95
RA

- DEFT-01 RECORDING \$27.
- T#0012 TRAN 5517 06/16/97 11:28:00
- #1748 4 ER *--97-42675
- COOK COUNTY RECORDER

799973

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 April 29 1997, between Denalyn Stankowicz

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 holder or holders of the Principal Promissory Note hereinabove described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of Twenty Six Thousand One Hundred Twenty Seven Dollars (\$26,127.00) DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date with this instrument, made payable to THE ORDER OF BEARER.

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum or as follows: *
xxxxxxxxxxxxx with interest thereon from xxxxxxxxxxxxxxxxx at the rate of xxxxxx
percent per annum, payable semiannually on the xx day of xxxx, xxxxxxxxxxxxxxx and of xxxxxxxxxxxxxxx in each year.
If all of said principal and interest are not paid at maturity then there shall be liquidated damages of:

1. Sixty (60) MONTHS AFTER MATURITY OR
2. Nine (9%) --PERCENT OF THE AMOUNT DUE PER MONTH AFTER MATURITY, OR
3. LIQUIDATED DAMAGES FOR LATE PAYMENT,

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 Robert Stankowicz, 6936 Fargo, Niles, Illinois 60714 in said City,

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 herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 346 in Woodview Manor Unit 3, a Subdivision of part of the South East Quarter of Section 24, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

PIN: 03-24-405-088-0000

Commonly known as: 1716 Burning Bush Lane, Mount Prospect, Illinois 60056

*\$6,531.87 on the 11th day of February, 2001 and on the 11th day of February each year thereafter with a final payment of \$6,531.87 on the balance then due and owing on February 11, 2004.

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any act hereinafter required of Mortgagors in any form and manner deemed expedient, and may, but need not, make any payment or performance in case of default therein, unless one of the holders of the notes, or of any of them, may, but need not, make any payment or performance in case of claim thereof, or receive any sum or proceeds of foreclosing and recovering of contract and any tax or assessment.

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 performance in case of principal or interest on prior circumstances, if any, and purchase, discharge, compromise or settle any tax or other payments of principal or interest on prior circumstances, if any, and purchase, discharge, compromise or settle any tax or other taxes of the holders of the notes, which rights to be vindicated by the standard mortgage clause to the extent of damage, to Trustee for the benefit of the holders of the notes, such rights to be vindicated by the standard mortgage clause to the extent of damage, to the benefit of the holders of the notes, under insurance policies payable in case of indemnities secured hereby, all in companies satisfactory to the holders of the notes, under the cost of replacing or repairing the premises by the insurance companies of money available either to pay the cost of repairing or replacing the premises the same as to pay in full the amount of loss, liability or damage, where the lender is required by law to have its loan so insured under policies providing

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against losses of damage by

by statute, any tax or assessment which Mortgagors desire to collect.

of the notes duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided of service charges, and other charges附加于每张票面，and shall, upon written request, furnish to holders

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges,

use thereof; (j) make no material alterations in said premises except as required by law or municipal ordinances and the

of execution upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the

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

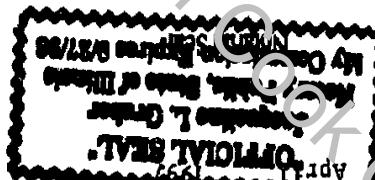
a lien or charge on the premises supereror to the lien hereof, and upon request except within a reasonable time of the discharge of such prior

other liens or claims for less than not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be incurred by

may become damaged or destroyed; (b) keep said premises in good condition and repair; without waste, and free from mechanic's liens

1. Mortgagors shall (a) promptly repair, restore and rebuild any building or improvement now or hereafter on the premises which

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:



Morty Public

[Signature]

Given under my hand and Notarial Seal this 3rd day of April, 1997
voluntarily act, for the uses and purposes herein set forth,
this day in person and acknowledged that she is dead and delivered the said instrument as her representative
who personally known to me to be the same person, whose name (s) subscribed to the foregoing instrument, appeared before me

I, Debra Lynn Scanckowtcs, do hereby certify that Debra Lynn Scanckowtcs
a Notary Public in and for the residing in said County, in the state

County of Cook

ss

STATE OF ILLINOIS

[SEAL]

[SEAL]

Debra Lynn Scanckowtcs

[Signature] [SEAL]

799573

WITNESS the hand and seal of Mortgagors the day and year first above written.
Debra Lynn Scanckowtcs
[Signature] [SEAL]
April 19, 1997

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purpose, 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.

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 heretofore placed in the premises by the mortgagors or their successors or assigns shall be
considered as constituting part of the real estate.

(without regard to the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, curtains,
heating, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including
which said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter herein or thereon used to supply
power, heat, light, water, power, refrigeration (whether single units or centrally controlled) and ventilation, including
similar apparatus, equipment or articles heretofore placed in the premises by the mortgagors or their successors or assigns, and
and water heaters.

TOGETHER with all improvements, enclosures, fixtures, and appurtenances thereto belonging, and all rents, issues and
which, with the property heretofore described, is referred to herein as the "premises".

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All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, 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 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 promaturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as 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 if: the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days 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 right 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 title 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 bidder at 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, otherwise the highest promaturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a), (b) 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.

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 rights 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 appointed 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 signatories 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 employees 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 any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all

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Mount Prospect, Illinois 60056

1716 Burning Bush Lane

Chicago, Illinois 60602

Suite 600

120 West Madison Street

Attorneys at Law

A. Haber & Associates, P.C.

() Mail To:

() Recorder's Box 333

CTC Trust Deed 1, Individual Mortgage Term, Secures One Principal Note Us with CTC Note 1, Form 39R.1/95

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

Assistant Vice President, Assistant Secretary.

By Deborah L. Johnson

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

Identification No. 739973

The provisions of the "Pun and Tuncle Act" of the State of Illinois shall be applicable to this trust deed.

Under any provision of this trust deed,

16. Before releasing this trust deed, Trustee or successor shall be entitled to reasonable compensation for any other act or service performed

when the releasee deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed

17. Before releasing any part thereof, whether or not such persons shall have executed the principal note of this trust deed,

of the indorsees or any part thereof, when used hereon, shall include all such persons and all persons liable for the payment

through Mortgagors, and the word "Mortgagors", when used hereon, shall include all such persons and all persons claiming under or

18. This trust deed and all provisions hereon, shall extend to the beneficiary upon Mortgagors and all persons claiming under or

given Trustee.

14. Trustee may record by instrument in writing filed in the office of the Recorder of Registers 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 the person

makers thereof.

which the description herein contained conformed to the principal notes and which purport to be executed by the persons herein described as

herein, it may accept as genuine principal notes herein described any notes which may be presented and which conform in substance

where the release is recorded of the original trust and it has never placed its officialization number on the principal notes described

herein contained of the principal notes and which purport to be executed by the persons herein described as the makers thereof; and

identical number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with this description

and which bears an identical signature to the principal notes herein described any notes which bear an

indication as hereby secured trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an

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