

UNOFFICIAL COPY

TRUST DEED

97465713

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

DEPT-01 RECORDING \$27.50
132222 TRAM 0527 06/27/97 11:54:00
40624 KPB *-97-465713
COOK COUNTY RECORDER

739550

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 1, 1997, between Kelly William Ohzourk and Mary Adeline Ohzourk, his wife 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of One hundred twenty eight thousand and no/100 (\$128,000.00) DOLLARS, evidence by one certain

Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 1, 1997

on the balance of principal remaining, from time to time unpaid at the rate of 7.75% per cent per annum in installments (including principal and interest) as follows: \$917.00 Dollars or more on the 1st day of May, 1997 and \$917.00 Dollars or more on the 1st day of each

month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of April, 2000 ~~xxxx~~. All such payments on account of the indebtedness evidenced 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:

- 1. ~~\$~~ PER LATE PAYMENT, or 15 days grace period
- 2. ~~5%~~ PERCENT OF THE TOTAL MONTHLY PAYMENT, or 3 year balloon
- 3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT, or 30 year amortization

and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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

Joseph M. Swiderski II, 450 Sutherland Lane, Prospect Heights, Illinois 60070 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 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 309 in Summerhill Unit 4, being a sub of part of Section 19, Township 41 North, Range 9, East of the Third Principal Meridian.

PIN 06-19-407-026-0000

97465713

2750
BANK

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THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE... 1. Mortgagors shall promptly repair, restore and rebuild any buildings or improvements... 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 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 compliance 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. 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 heretofore 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

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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness or other charges 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 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 compliance 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. 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 heretofore 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

Notary Public, State of Illinois
Berthold H. Schreiber
My Commission Expires 01/2/99
"OFFICIAL SEAL"

Notary Public
[Signature]

Given under my hand and Notarial Seal this 1st day of April, 1997.
voluntary act, for the uses and purposes therein set forth.
this day in person and acknowledged that
signed, sealed, and delivered the said instrument as
two and

STATE OF ILLINOIS
County of Cook
I, undersigned
do hereby certify that
KELLY WILLIAM OHZOURK and MARY ADELINE OHZOURK,
his wife
who personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me
and delivered the said instrument as

WITNESS the hand and seal of Mortgagors the day and year first above written
KELLY WILLIAM OHZOURK
MARY ADELINE OHZOURK
[SEAL] [SEAL]

which with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, fixtures and appurtenances thereto belonging, and all rents, leases 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, radiator 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.

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