

UNOFFICIAL COPY

TRUST DEED

97130296

CTTC 10

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made December 9TH 1996, between REPUBLIC BANK OF CHICAGO, an Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated September 14, 1993 and known as trust number 1299, herein referred to as "First Party," and Gary Vanek & Sarabeth Vanek

an Illinois corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Twenty Thousand Six Hundred Thirty Six and Thirty Cents (\$20,636.30) Dollars,

made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum in instalments as follows:

Three Thousand (\$3,000.00)

DOLLARS or more

on the day of December 1996 and One Thousand Five Hundred (\$1,500.00)

DOLLARS or more

on the 1st day of each Month thereafter, to and including the 1st day of November 1997, with a final payment of the balance due on the 1st day of December 1997, with interest from 12-1-9

on the principal balance from time to time unpaid at the rate of 8.25% per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of 13.25% per cent per annum, 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 Gary Vanek 9929 S. Menard Oak Lawn, IL 60453 in said City,

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 36 IN BLOCK 2 IN THE FIRST ADDITION TO MARQUETTE ROAD TERRACE, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-22-406-030

DEPT-01 RECORDING \$31.50

T#0014 TRAN 1169 02/26/97 08:58:00

#5916 JW \*-97-130296

COOK COUNTY RECORDER

DEPT-10 PENALTY \$28.00

PIN 19-22-406-030

Commonly known as: 6728 S. Komensky Chicago, IL 60629

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 First Party, its successors or assigns 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 First Party or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or 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 mechanic's 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 notes; (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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises 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 companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or

MAIL TO:

GARY & SARABETH VANEK  
9929 S. MENARD  
OAK LAWN, ILL. 60453



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

PLACE IN RECORDER'S OFFICE BOX NUMBER

2588296285C  
21476285C  
JAB  
SAS - A DIVISION OF INTERCOUNTY

97130296

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damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; in case of default therein then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 prior lien or claim thereon, or redeem from any tax sale or forfeiture affecting said premises 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 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 and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. 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 of the provisions of this paragraph.

2. 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 office without inquiry 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note 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 fees, for sale or expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note 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 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 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 post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when 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) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 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 First Party, its successors or assigns, 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 a sale and deficiency.

7. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 employee of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. 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 note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never placed its identification number on 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 on behalf of First Party.

10. Trustee may resign by instrument in writing filed 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 or Deeds 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.

11. 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 Trustees Act" of the State of Illinois shall be applicable to this trust deed.

This instrument is created by Republic Bank of Chicago Title and Trust Company, not personally but as Trustee as aforesaid, and in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Chicago Title and Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Chicago Title and Trust Company personally to pay the said note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor, if any.

Witness my hand and the seal of said Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its Assistant Secretary, and attested by its Assistant Secretary, the day and year first above written.

*[Signature]*  
**TRUST OFFICER**  
 Corporate Seal

REPUBLIC BANK OF CHICAGO, As Trustee as aforesaid and not personally.  
 D/T/A DTD, 9/14/93 TRUST 1299  
*[Signature]*  
 Attest *[Signature]* ASSISTANT SECRETARY

97430296

STATE OF ILLINOIS, }  
 COUNTY OF COOK } SS.  
 OFFICIAL NOTARY PUBLIC  
 NOTARY PUBLIC IN AND FOR THE COUNTY OF COOK  
 MY COMMISSION EXPIRES ON \_\_\_\_\_  
 Notarial Seal

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the REPUBLIC BANK OF CHICAGO, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal Date 01/14/97  
*[Signature]* Notary Public

**IMPORTANT!**  
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_  
 BY \_\_\_\_\_ TRUSTEE

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Re: 6728 S. Komensky  
Chicago, Illinois  
Vanek to Republic Trust #1299

## RIDER TO TRUST DEED

**CONFLICT:** In the event of a conflict between the terms of the Rider and the foregoing Trust Deed, this Rider shall control. Said Trust Deed and the Rider shall hereinafter be referred to collectively as "Trust Deed."

**MORTGAGORS' RIGHT TO PREPAY:** The Mortgagors have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When the Mortgagors make a prepayment, the Mortgagors must tell the Note Holder in writing that they are doing so. The Mortgagors may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of the Mortgagors' prepayments to reduce the amount of principal that the Mortgagors owe under this Trust Deed. If the Mortgagors make a partial prepayment, there will be no changes in the due date or in the amount of the Mortgagors' monthly payment unless the Note Holder agrees in writing to those changes.

### MORTGAGORS' FAILURE TO PAY AS REQUIRED:

(A) Late charge for Overdue Payments: If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, the Mortgagors will pay a late charge to the Note Holder. The amount of the charge will be five (5) percent of the Mortgagors' overdue payment of principal and interest. The Mortgagors will pay this late charge promptly but only once on each late payment.

(B) Default: If the Mortgagors do not pay the full amount of each monthly payment on the date it is due, the Mortgagors will be in default.

(C) Notice of Default: If the Mortgagors are in default, the Note Holder may send the Mortgagors a written notice telling the Mortgagors if they do not pay the overdue amount by a certain date, the Note Holder may require the Mortgagors to pay immediately the full amount of principal which has not been paid and all the interest which the Mortgagors owe on the amount. That date must be at least thirty (30) days after the date on which the notice is delivered or mailed to Mortgagors.

(D) No Waiver by Note Holder: Even if, at a time when the Mortgagors are in default, the Note Holder does not require the Mortgagors to pay immediately in full as described above, the Note Holder will still have the right to do so if the Mortgagors are in default at a later time.

(E) Payment of Note Holder's Costs and Expenses: If the Note Holder has required the Mortgagors to pay immediately in full as described above, the Note Holder will have the right to be paid back by Mortgagors for all of the Note Holder's costs and expenses in enforcing this Trust Deed to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**GIVING OF NOTICES:** Unless applicable law requires a different method, any notice that must be given to the Mortgagors under this Trust Deed will be given by delivering it or by mailing it by first class mail to the Mortgagors at 5736 S. Kilbourn, Chicago, IL or at a different address if the Mortgagors give the Note Holder a notice of a different address for Mortgagors.

Any notice that must be given to the Note Holder under this Trust Deed will be

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given by mailing it by first class mail to the Note Holder at 9929 S. Menard, Oak Lawn, IL 60453 or at a different address if the Mortgagors are given a notice of that different address. Any notice provided for in this Trust Deed shall be deemed to have been given to Mortgagor or Note Holder when given as provided in this paragraph.

**OBIGATIONS OF PERSONS UNDER THIS TRUST DEED:** If more than one person signs this Trust Deed, each person is fully and personally obligated to keep all of the promises made in this Trust Deed, including the promises to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Trust Deed is also obligated to do so these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Trust Deed, is also obligated to keep all of the promises made in this Trust Deed. The Note Holder may enforce its rights under this Trust Deed against each person individually or against all of the Mortgagors together. This means that anyone of the Mortgagors may be required to pay all of the amounts owed under this Trust Deed.

**WAIVER:** Mortgagors and any other person who has obligations under this Trust Deed waive the rights of presentment and notice of dishonor, "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGORS:** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagors is sold or transferred and Mortgagors are not a natural person) without Note Holder's prior written consent, Note Holder may, at its option, require immediate payment in full of all sums secured by this Trust Deed. However, this option shall not be exercised by Note Holder if exercise is prohibited by federal law as of the date of this Trust Deed.

If Note Holder exercises this option, Note Holder shall give Mortgagors notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagors must pay all sums secured by this Trust Deed. If Mortgagors fail to pay these sums prior to the expiration of this period, Note Holder may invoke any remedies permitted by this Trust Deed without further notice or demand on Mortgagors.

**PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES:** Mortgagor shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**PRESERVATION AND MAINTENANCE OF PROPERTY:** Mortgagors shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.

**PROTECTION OF NOTE HOLDER'S RIGHTS IN THE PROPERTY:** If Mortgagor fails to perform the covenants and agreement contained in this Trust Deed, or there is a legal proceeding that may significantly affect Note Holder's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Note Holder may do and pay for whatever is necessary to protect the value of the Property and Note Holder's rights in the Property. Note Holder's actions may include paying any sums secured by a lien which has priority over this Trust Deed, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Note Holder may take action under this paragraph, Note Holder does not have to do so. Any amounts disbursed by Note Holder under this paragraph shall become additional debt of Mortgagor secured by this Trust Deed. Unless Mortgagor and Note Holder agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Note Holder to Mortgagor requesting payment.

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**CONDEMNATION:** 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 Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Note Holder.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Trust Deed, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Note Holder otherwise agree in writing, the sums secured 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 Property immediately before the taking. Any balance shall be paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Note Holder to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Note Holder within thirty (30) days after the date the notice is given, Note Holder is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Trust Deed, whether or not then due.

Unless Note Holder and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred in this Trust Deed or change the amount of such payments.

**MORTGAGOR NOT RELEASED; FORBEARANCE BY NOTE HOLDER NOT A WAIVER:** Extensions of the time for payment or modification of amortization of the sums secured by this Trust Deed granted by Note Holder to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagors successors in interest. Note Holder shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Trust Deed by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Note Holder in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS:** The covenants and agreements of this Trust Deed shall bind and benefit the successors and assigns of Note Holder and Mortgagor, subject to the provisions of this Trust Deed. Mortgagor's covenants and agreements shall be joint and several. 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 Mortgagor's interest in the Property under the terms of this Trust Deed; (b) is not personally obligated to pay the sums secured by this Trust Deed; and (c) agrees that Note Holder and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Trust Deed or the Note without that Mortgagor's consent.

**LEGISLATION AFFECTING NOTE HOLDER'S RIGHTS:** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Trust deed unenforceable according to its terms, Note Holder, at its option, may require immediate payment in full or all sums secured by this Trust Deed and may invoke any remedies permitted by this Trust Deed. If Note Holder exercises this option, Note Holder shall take steps specified in this Trust Deed.

**GOVERNING LAW; SEVERABILITY:** This Trust Deed shall be governed by federal law and the law of the state of Illinois. In the event that any provision of 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 Deed and the Note declared to be severable.

**RELEASE:** Upon payment of all sums secured by this Trust Deed, Note Holder shall release this Trust Deed without charge to Mortgagor. Note Holder shall pay any recordation costs and Chicago Title and Trust Company charges.

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**PERSONAL GUARANTEE:** For in consideration of the acceptance of the Trust Deed and Notes as herein described, Christopher K. Rzeszutko and Anna M. Rzeszutko, personally and individually guarantee the prompt payment as well as all other terms of the Note and Trust Deed.

WITNESS THE HANDS AND SEALS OF THE UNDERSIGNED:

Dated: JANUARY 14, 1997

MORTGAGORS:

BY: [Signature] TRUST OFFICER

ATTEST: [Signature] SECRETARY

Republic Bank as trustee under trust #1299 dated 9/14/93, NOT PERSONALLY.

[Signature]  
Christopher K. Rzeszutko

[Signature]  
Anna M. Rzeszutko

This instrument is executed by Republic Bank of Chicago, not personally or individually, but solely as trustee as directed in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties and representations set forth herein are made solely on information and belief without actual inquiry or investigation by Republic Bank of Chicago and should not be construed as a warranty. Notwithstanding any provision to the contrary set forth herein, any recourse against Republic Bank of Chicago, shall not be limited to the assets securing the trust estate and no personal liability shall be asserted or be enforceable against Republic Bank of Chicago by reason of the terms, covenants, agreements, conditions, warranties, representations, or other matters herein set forth, all such personal liability of Republic Bank of Chicago being expressly waived.

COOK County Clerk's Office

97130236