



TRUST DEED

708311

NOTE IDENTIFIED 1 2 3
28' 11' 10" E 100'

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made OCTOBER 10th 1985, between John A. Pietraszewski and Nancy A. Sefzik-Pietraszewski, married to each other

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 principal sum of

Twenty Five Thousand no/100 (\$25,000.00)-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~XXXXX~~ George A. and Stella G. Sefzik

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 15, 1985 on the balance of principal remaining from time to time unpaid at the rate of 10% percent per annum in instalments (including principal and interest) as follows:

Four Hundred Fifteen and 03/100 (415.03)-----Dollars or more on the 15th day of November 1985, and Four Hundred Fifteen and 03/100 (415.03)-----Dollars or more on the 15th 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 15th day of October, 1992. 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 the principal of each instalment unless paid when due shall bear interest at the rate of 10% per annum, and all of said principal and interest being made payable at such banking house or trust company in N/A 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 George A. & Stella G. Sefzik 9153 S. Utica Evergreen Park, IL 60642 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 Village of Homewood COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The South 50 feet of the North 150 feet in Block 12, in Henry Gottschalk's Subdivision of the East 792 feet of the South Half (1/2) of the North Half (1/2) of the Northwest Quarter (1/4) lying West of the Chicago and Vincennes Road, of Section 6, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 32-06-109-011-0000

COMMONLY KNOWN AS: 18463 Morris, Homewood, Illinois

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 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, 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 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seals of Mortgagors the day and year first above written.

John A. Pietraszewski | SEAL | Nancy A. Sefzik-Pietraszewski | SEAL |

STATE OF ILLINOIS, } I, Kerry M. Kennedy
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John A. Pietraszewski and Nancy A. Sefzik-Pietraszewski, HIS WIFE who are personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of October 1985.

Notarial Seal

Kerry M. Kennedy Notary Public

3471253

MAIL TO: CHICAGO TITLE INS. # 944731

FOR RECORDS INDEX PURPOSES 581 WEST STREET ADDRESS ABOVE DESCRIBED PROPERTY HERE

CHICAGO TITLE AND TRUST COMPANY, Trustee. Identification No. 208311

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises or other liens become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics or other liens... 2. Mortgages shall pay in full under protest, in the manner provided by statute, any tax... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 4. In case of default hereon, Trustee or the holder of the note 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 title or claim thereon, or redeem from any tax sale or foreclosure said property, and any other moneys advanced by Trustee or the holder of the note for the purpose hereof... 5. The Trustee or the holder of the note hereby secured making any payment 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... 6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 7. 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... 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 liens which under the terms hereof constitute a secured indebtedness additional to that evidenced by the note, with interest, 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... 10. No action for the enforcement of the lien of or any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured... 11. 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... 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 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... 13. Trustee shall release this trust deed and the lien thereof by proper 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, 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... 14. Trustee may assign 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 of Trustee, the then Recorder of Deeds of the county in which the premises are situated, to any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee... 15. This Trust Deed and all persons hereon shall include all such persons and all persons liable for the payment of the note or the mortgage, and they and their heirs, assigns, executors, administrators, personal representatives, and all persons claiming under or through them shall be bound to and be binding upon Mortgagees and all persons claiming under or through them... 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 of this trust deed is made... 17. The provisions of this trust deed, the provisions of the State of Illinois shall be applicable to this trust deed.

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