



TRUST DEED

UNOFFICIAL COPY

3565133

This instrument prepared by Cheryl Harper 154 W. Hubbard St. Chicago, ILL.

CTTC - ASB

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made November 6th, 1986, between

JAMES T. TOMAKA and CORDELIA O. TOMAKA, as joint tenants divorced and not since remarried, 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

NINETEEN THOUSAND THREE HUNDRED EIGHTEEN and 80/100-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated hereon at

ASHLAND STATE BANK

and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$19,318.80 including interest in instalments as follows:

THREE HUNDRED TWENTY ONE and 98/100-----Dollars or more on the 15th day of December 1986, and THREE HUNDRED TWENTY ONE and 98/100-----Dollars or more on the same 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 November 1991.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

PERMANENT TAX #26-07-305-026-0000

Lot 11 in Block 36 in Notre Dame Addition to South Chicago, a Subdivision of the South three quarters (3/4) of Fractional Section 7, Township 37 North, Range 15, (South of the Indian Boundary Line) East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 10344 Commercial, Chicago, IL 60617

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong in, 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, inlaid 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 s and seal s of Mortgagors the day and year first above written

James T. Tomaka

[SEAL]

Cordeia O. Tomaka

[SEAL]

JAMES T. TOMAKA

[SEAL]

CORDELIA O. TOMAKA

[SEAL]

STATE OF ILLINOIS, I, DONALD LOREN, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY, County of DuPage, THAT JAMES T. TOMAKA and CORDELIA O. TOMAKA, divorced and not since remarried, as joint tenants

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 6th day of November 1986

Notary Seal of Donald Loren

Notary Public

3565133

UNOFFICIAL COPY

PLACE IN RECORDERS OFFICE BOX NUMBER

Chicago, Illinois 60617

10344 Commercial

DESCRIPTED PROPERTY HERE 9 - NOV 9801

FOR RECORDERS OFFICE BOX NUMBER

INSURE STREET ADDRESS ABOVE

HARRY (S) LITTLE

Assistant Secretary

Trustee

CHICAGO TITLE AND TRUST COMPANY

Identification No.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THIS INSTRUMENT NOTE SECURED BY THIS TRUST SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY BEFORE THE TRUST DEED IS FILED FOR RECORD.

MAILED TO

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

1982

3565133

3565133

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgages shall pay before any penalty attaches against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts...
2. Mortgages shall pay before any penalty attaches against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts...
3. Mortgages shall pay before any penalty attaches against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts...
4. In case of default, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required to...
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so...
6. Mortgages shall pay before any penalty attaches against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts...
7. When the indebtedness is secured, secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to...
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...
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...
10. No action for the enforcement of the lien or of any provision hereof shall be subject to a defense which would not be good and available to the...
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that...
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...
13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness...
14. Trustee may release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness...
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages...
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...