

THIS INDENTURE, made this 23rd day of April, 1988 between MARQUETTE NATIONAL BANK, a National Banking Association of Chicago, Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 7th day of October, 1982, and known as Trust Number 10313 / , party of the first part, and

ROBERT E. NIEMI and DEBRA J. NIEMI, his wife / 8725 W. 86th Place, Palos Hills, not as tenants in common, but as joint tenants, parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND NO/100 dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, not as tenants in common, but as joint tenants, the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 7 in Big Run Acres Unit One, a Subdivision of part of the North 1/2 of the Southwest 1/4 of Section 31, Township 37 North, Range 11, East of the Third Principal Meridian, Lemont Township, Cook County, Illinois. OK

P.I. #22-31-306-005

P.O. Box 181, Orland Park, IL 60462

TO HAVE AND TO HOLD the same unto said parties of the second part forever, not in tenancy in common, but in joint tenancy.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its vice-president and attested by its assistant secretary, the day and year first above written.

Prepared By: Anne M. Scheurich

MARQUETTE NATIONAL BANK
6316 S. Western Avenue
CHICAGO, ILLINOIS 60636

MARQUETTE NATIONAL BANK
as Trustee as aforesaid

By Anne M. Scheurich Vice-President

Attest Joyce Schreiner Assistant Secretary



STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
JOSEPHINE ROTI
Notary Public, State of Illinois
My Commission Expires 2/28/91

Given under my hand and Notarial Seal this 26th day of April, 1988

Josephine Roti
Notary Public

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Lot 7 in Big Run Acres
P.O. Box 181, Orland Pk., IL 60462 (Unit 1)

ADDRESS OF GRANTEE:

8725 W. 86th Place, Palos Hills, IL 60465

FOR RECORDERS USE ONLY

DELIVERY

NAME John Antonopoulos
STREET 221 E. 127th St
CITY Lemont, Ill. 60439

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER

COOK CO. 110, 016
5 4 9 9 0
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
16.00

REAL ESTATE TRANSACTION TAX
REVENUE
STAMP MAY 1988
16.00

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2088053

2 W 155 397 L

3030078

UNOFFICIAL COPY

THE STATE OF ILLINOIS, County of Cook, ss. I, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of said County.

Witness my hand and the seal of said County at Chicago, Illinois, this 19th day of May, 1963.

CLERK OF COOK COUNTY

Age of Certificate _____
 Address _____
 Husband _____
 Wife April
 Submitting 709 29295
 Address 2100
 Driver's License to _____
 Remainder to _____
 Reg. Card _____

0709295

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 1497636
 IN DUPLICATE
 0709295

RECEIVED
 CHICAGO TITLE INSURANCE CO.
 MAY 19 1963

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MARSHALL FIELD BANK

CHICAGO, ILLINOIS

CHICAGO, ILLINOIS

Cook County Clerk's Office

CHICAGO TITLE INSURANCE CO.
 3709295

CHICAGO TITLE INSURANCE CO.
 3709295

71-63-547

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THIS INDENTURE, made May 13, 1988, between Robert E. Njemi and

UNOFFICIAL COPY

Debra J. Njemi 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Twenty Two Thousand (\$22,000.00) -----no/100ths Dollars,

evidenced by one certain Instalment 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 May 13, 1988 on the balance of principal remaining from time to time unpaid at the rate of 11% per cent per annum in instalments (including principal and interest) of interest only payable semi annually as follows:

One Thousand Two Hundred Ten (\$1,210.00) no/100ths Dollars or more on the 13th day of November 19 88 and One Thousand Two Hundred Ten (\$1,210.00) Dollars or more on the 13th day of each 6 months 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 13th day of May, 1990. 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 13% per annum, and all of said principal and interest being made payable at such banking house or trust company in Lockport, 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 Justus Lieponis, XXXXXX P. O. Box 181, Orland Park, Illinois, 60462

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 City of Lemont COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 7 in big Run Acres Unit 1, a Subdivision of part of the North 1/2 of the South West 1/4 of Section 31, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. Tax Number: 22-31-306-007

THIS IS A PART PURCHASE MONEY TRUST DEED GIVEN TO SECURE A PART PURCHASE MONEY NOTE OF EVEN DATE.

The Mortgagors herein covenant and warrant that they shall not begin any construction on the property hereinabove described prior to the Note of which this Trust Deed is given as security is paid in full. In the event that such construction is so begun before the Note is paid in full then the Note shall be immediately due.

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.

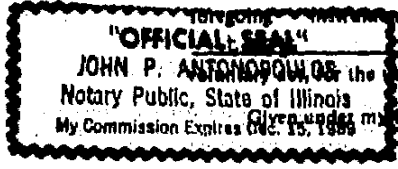
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the 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 S and seal S of Mortgagors the day and year first above written.
Robert E. Njemi [SEAL] Debra J. Njemi [SEAL]

STATE OF ILLINOIS, I, John P. Antonopoulos Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert E. Njemi and Debra J. Njemi, 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 S signed, sealed and delivered the said instrument as their free and lawful act and deed for the uses and purposes therein set forth.



13th day of May 1988
[Signature] Notary Public

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duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

UNOFFICIAL COPY

3. Mortgages shall 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 when the lender is required by law to have its loan insured) under policies providing for payment by the insurance companies of money sufficient either to pay the cost of rebuilding or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, and in case of loss or 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 shall deliver all policies, including additional and renewal policies, to holders of the note; 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 note may, but need not, make any payment or perform any act hereinbefore required of Mortgages 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 title or claim thereof, 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 attorney's 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 default hereunder on the part of Mortgages.

5. 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 official 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.

6. Mortgages 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 note, and without notice to Mortgages, 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

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. 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 note for attorneys' fees, Trustee's fees, or lawyer'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, title insurance policies, Tax maps 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) 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgages, 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 Mortgages 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 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 time when Mortgages, 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.

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 note hereby secured.

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 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, 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 note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number, according to be placed thereon, by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; 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 by the persons herein designated as makers thereof.

14. 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 of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" which uses herein shall include all such persons and all persons liable for the payment of the indebtedness in any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Upon 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

CHICAGO TITLE INSURANCE CO. #7-163-S47

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

Identification No. 722050
CHICAGO TITLE AND TRUST COMPANY, Trustee.
Assistant Secretary/Assistant Vice President

MAIL TO: John T. Noga
8524 Golfview Dr.
Orland Park, Illinois, 60462

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

PLACE IN RECORDER'S OFFICE BOX NUMBER

3709296