

(TTC)

(THE ABOVE SPACE FOR RECORDER'S USE ONLY)

THIS INDENTURE, made APRIL 30, 1991, between BOGDAN MUCHA, 5418 WEST FULLERTON, CHICAGO, ILLINOIS 60639, hereinafter referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation having its principal office in Chicago, Illinois, hereinafter referred to as TRUSTEE, witnesseth:

PAULA PONCZKO INDIVIDUAL RESIDING IN CHICAGO, ILLINOIS, hereinafter 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

TEN THOUSAND AND 1.00 Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARRR PAULA PONCZKO

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from APRIL 30, 1991, on the balance of principal remaining from time to time unpaid at the rate of NINE per cent per annum in instalments (including principal and interest) as follows: ONE HUNDRED DOLLARS ON APRIL 30, 1991; and

FOUR HUNDRED FIFTY-TWO AND 43/100 Dollars or more on the FIRST day of JUNE 1991, and FOUR HUNDRED FIFTY-TWO AND 43/100 Dollars or more on the FIRST 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 FIRST day of MAY, 1993.

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 9% per annum, and all of said principal and interest being made payable at such banking house or trust company or OTHER PLACE in 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 MARK S. DAVIDSON in said City, CHICAGO, AT 180 N. LASALLE, STE. #619, ILLINOIS 60601

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 CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 26 (EXCEPT THE SOUTH 17 FEET FOR STREET PURPOSES) IN BLOCK 8 IN HOWSER'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

5418 W. Fullerton, Chicago, IL 60639

13-28-327-032-0000

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 seal of Mortgagors the day and year first above written.

Bohdan Mucha (SEAL) BOGDAN MUCHA (SEAL)

STATE OF ILLINOIS, I, Mark Davidson, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bogdan Mucha, Divorced & Not Married Since Remarried

who is personally known to me to be the same person whose name is subscribed to the instrument, appeared before me this day in person and acknowledged that "OFFICIAL SEAL" he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Mark S. Davidson, Notary Public, State of Illinois, My Commission Expires Aug. 29, 1992. 15th day of July 1991

PLACE IN RECORDER'S FILE NO. 30 NUMBER

CHICAGO, ILL. 60601

MAIL TO: MARK S. DAVIDSON
180 N. LASALLE
CHICAGO, ILL. 60601

FOR RECORDER'S INDEXING PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
5418 W. FULLERTON
CHICAGO, ILL. 60639

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IMPORTANT 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.

1. Mortgages shall 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 mechanical 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 such prior lien to Trustee or to holders of the note; (d) comply with all requirements of law or municipal ordinance. (f) make no material alterations in said premises except as required by law or municipal ordinance.

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

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, 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 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 note, under insurance policies payable, 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 herein, Trustee of the note may, but need not, make any payment or perform any act hereunder 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 lien or title or claim thereon, or redeem from any tax sale or foreclosure any interests or claims or any other assessment, fees, and other moneys advanced by Trustee or authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and in its assessment, any moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, and the lien hereof, this responsibility shall be assumed by Trustee for each matter concerning which action herein authorized may be taken, and shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and without interest thereon at a rate equivalent to the rate set forth in the note securing this trust deed, if any, otherwise the prepayment rate set forth in the part of the note herein.

5. The Trustee or the holder of the note hereby secured making any payment authorized hereunder 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 thereon.

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, 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 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 hereon, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all penalties 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, appraisers' 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, 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 procure such suit or in evidence to bidders at any sale which may be had pursuant to such decree the condition of the title to or the value of the premises, all expenditures and expenses of the nature in the paragraph mentioned shall become a part of the note and shall be immediately due and payable, with interest thereon at a rate equivalent to the rate set forth in the part of the note herein.

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, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof are to be paid to the foreclosing party, and third, the balance, if any, shall be paid to the holder of the note, as herein provided, (third) and interest thereon, 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 the lien hereof, the Mortgages shall have the right to make any payment 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.

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 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 expressly obligated by the terms hereof, nor shall Trustee 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 hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee a release, representation and acknowledgment that all 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 or purporting to be placed thereon by a prior trustee hereunder or which conforms 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 purpose is 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 purpose is 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 Deeds of the county in which the premises are situated and in case of the resignation, liability 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. Any 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" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

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

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