

# UNOFFICIAL COPY

## TRUST DEED

21 608 967

Loring &amp; Clegg

#74999  
SEP-2-71 290 1971 SEP 2 PM 4:52  
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5.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 1st 1971, between Walter J. Kaminski, Jr.  
and Ruth Kaminski, his wife

herein referred to as "Mortgagors," and  
MICHIGAN AVENUE NATIONAL BANK OF CHICAGO,  
a National Banking Association, doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:  
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 Six Thousand Six Hundred and 00/100's - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~PAYER~~ PAYEE AS THEREIN STATED and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from after maturity on the balance of principal remaining from time to time unpaid at the rate of eight per cent per annum in instalments as follows: One Hundred Ten and 00/100's -

Dollars on the 1st day of October 1971 and One Hundred Ten and 00/100's -  
Dollars on the 1st 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 1st day of September 1976. 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 seven 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

in said City, for the sole purpose of securing the payment of the said principal sum of money and said interest in accordance with the terms, provisions and covenants in this indenture, 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 acknowledged, by the Mortgagors and 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 to wit:

COUNTY OF COOK AND STATE OF ILLINOIS.

Lot 27 in Block 4 in H. H. Walker's Subdivision of West half (½) of Northeast Quarter (¼) of Southwest Quarter (¼) of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, lying South of Archer Avenue.



which, with the property hereinafter described, is referred to herein as the "premises". TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances to the same 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 in trust and on a parity with said real estate), and also ownership and all apparatus, equipment or articles now or hereafter therein or thereon used, to supply heat, gas, air conditioning, water, light, power, refrigeration, telephone, television, central air conditioning, heating, (including the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor bed, awnings, stove, and water heater. All of the foregoing, whether personal chattels or otherwise, or 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, their heirs, successors and assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises above described to the 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.

*Walter J. Kaminski, Jr.*  
Walter J. Kaminski, Jr.

[SEAL]

*Ruth Kaminski*

[SEAL]

[SEAL]

Ruth Kaminski

[SEAL]

STATE OF ILLINOIS.

I,

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Walter J. Kaminski, Jr. and Ruth Kaminski, his wife

County of Cook

NOTARY  
PUBLIC  
COOK COUNTY

505B WIS BONN

who are personally known to me to be the same person, whose name is 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 1st day of September A.D. 1971

*Helen Silvers*  
Helen Silvers  
Notary Public

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**THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 / THE REVERSE SIDE**

**ARTICLES REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).**

1. Mortgagor shall: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises, which may become damaged or destroyed; (2) keep said buildings and improvements in repair, without waste, and free from such mechanic's or other liens or encumbrances as may be lawfully subordinated to the lien hereof; (3) pay when due any indebtedness, taxes, assessments, or charges by a lien or charge on the premises superior to the lien hereof, and upon request furnish satisfactory evidence of the discharge of such prior lien to Trustee; (4) complete within a reasonable time all buildings now or at any time in process of erection on said premises; (5) comply with all rules and regulations of municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor 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 property when due, upon written request, furnished to Trustee or to holders of the note duplicate receipts therefor; To prevent default hereunder Mortgagors shall pay in full under protest in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or explosion, and shall pay to the Trustee the cost of insurance, plus a sum equal to the amount of loss or damage to Trustee for the benefit of the holders of the note, such evidence to be furnished by the 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.

5. The Trustee or the holders of the note hereby declare that the 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 Mortgagor.

into, validity of any tax, assessment, sale, forfeiture, lien or title or claim thereof.

6. Notwithstanding any statement of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, at the date of payment of the holder of the note or without notice, shall be secured by this Trust Deed shall, notwithstanding anything contained in the note, or in this Trust Deed to the contrary, become due and payable immediately upon the making of payment of any amount due thereon.

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 further

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.

of all or an interest remaining unpaid on the note, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their third, all principal and interest remaining unpaid on the note, to Mortgagors, their heirs, legal representatives or assigns, as their rights appear.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would be available against the holder of the note or the holder of any instrument or paper purporting to evidence the debt or obligation secured thereby.

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, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof to do so, and any acts or omissions hereunder, except in executing this trust, shall not affect the liability of the agents or employees of Trustee, and it may require indemnities satisfactory to it, before

13. Trustee shall release this trust deed and the like thereto by proper instrument upon presentation of satisfactory evidence that all indebtedness either held or created by the trustee herein may be paid, and the trustee may execute and deliver a release hereof to and at the request of any person or representation trustee may accept as true without inquiry. The trustee herein may accept any note which bears a certificate of identification purporting to be executed by a prior trustee herein, and which conforms in substance with the description herein contained of the note or notes which it purports to represent, and which is presented to the trustee herein, and which conforms in substance with the description herein contained of the note or notes which it purports to represent, and which is presented to the trustee herein.

In event of Default the Trustees or  
holder of the note may take immediate possession of the premises and collect rents,  
maintain premises and apply surplus if any upon the indebtedness.

**I M P O R T A N T**

**FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-  
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED  
IS FILED FOR RECORD.**

The Installment Note mentioned in the within Trust Deed, as herein identified herewith under Identification No. **6426**.

MICHIGAN AVENUE NATIONAL BANK, Chicago

C. Gadzinski Secretary  
C. Gadzinski, Assistant Vice President  
Assistant Vice President  
Assistant Vice President

D NAME POST OFFICE BOX 3790  
E  
L STREET MERCCHANDISE MART STATION  
V CITY CHICAGO, ILLINOIS 60654  
E  
R  
X \_\_\_\_\_ CR

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT