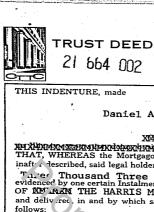
UNOFFICIAL COPY



Stilling F. Clun

1971 OCT 12 PM 1 10

OCT-12-71 320 949 0 21611002 4 A -- Rec

THE ABOVE SPACE FOR RECORDERS USE ONLY

5.10

THIS INDENTURE, made

October 6,

1971 , between

Daniel A. Zozak and Carolyn S. Zozak, His Wife

The Thousand Three Hundred Sixty and no/100 (\$3360.00) Dollars, evidence by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF REF REF THE HARRIS MORTGAGE LOAN CORP. 6029 W. Irving Park Road, Chgo., III. and deliv rec, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as

Seventy and no/100 (\$70.00)

жанда. ^Таншкар карашкарашканашканашканашканашкан жанашкан жанашкан жанаш ж markuntaxunkannaxunkan mir pi namenianxunkan ikarannanaturansunkannananananananananananananan markanan markanan and all of said principal and interest being made payable at such banking house or trust company in Chi cago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointments of the note may are the company of the comp

City of Chicago

Lot 10 and the North (1/2) hell of lot 11 in Block 12 in William B. Walker's subdivision of blocks 1 to 31 inclusive of W. B. Walker's Addition to Chicago, in the Southwest (1/2) quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on p. gc. 2 (the side of this trust deed) are incorporated herein by reference and are a part hereof and shall be k n ing on the gagors, their heirs, successors and assigns.

WITNESS the hand.S... and seal.S.. of Mortgagors the day and year first

ив [гл.] Н4684

the undersigned

Zozak and Carolyn

Page 2	
THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED): 1. Merigasors shall 1 primary reasir, restore ne rebuild any buildings or improvements now or hereafter on the premises which may become dame aged or the restore of the rest	
charges, and other charges against the premises when due, and shall, upon written request, furnist therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner	n to Trustee or to holders of the note duplicate receipts provided by statute, any tax or assessment which Mort-
3. Mortgagors shall keep all buildings and improvements now or neveral ter situated on said premises insured against loss or damage by fire, lightning or windistorm under policies providing for payment by the insurance companies of moneys to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies 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 evident by the standard mortgage clause to be attached to each	
liver renewal publicies not less than ten cays 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 Mortgagors in any form and manner deemed expedient, and may, but need not, make full for partial payments of principal or interest on prior encumparts of the property of the p	
incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the noie to protect the mort- gaged 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 sectured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. The control is not controlled to the most shall never be considered as a waiver of any right accruing to them	
I was to any hill statement or estimate procured from the appropriate public office without inquiry	into the accuracy of such hill statement or artimate on
in a least evalidity of any tax, assessment, sale, forfetture, tax lien or title or claim thereof. 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and into option the holders of the note, and without notice to Mortgagors, all unpaid indebtedness are in the note or in this. Trust Deed to the contrary, become due and payable tai immediately in it gagors treat contained. 7. Where the indebtedness hereby secured shall become due whether by acceleration or of	red by this Trust Deed shall, notwithstanding anything to case of default in making payment of any instalment in the performance of any other agreement of the Mortherwise, holders of the note or Trustee shall have the
gagors reli contained. 7. Wher the indebtedness hereby secured shall become due whether by acceleration or of right to 'no' the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed for sale as a pent luters and expense and acceleration of the pent seldence, stenographers' charges, publicate to be exposed and the entry of the decrees of procuring all such abstracts of title, title searche icates, and similar as and assurances with respect to title as Trustee or holders of the note m such said or to exposed to the same such said or to exposed to the same such said or to expose the best of the same such said or to expose the same such said or to expose the same said of the same such said or to expose the same said of the same such said or to expose the same said of the same same same same same same same sam	d and included as additional indebtedness in the decree or holders of the note for attorneys. Fees, Trustee's fees, and the note of attorneys fees, Trustee's fees, and examinations, guarantee policies. Torrens certify yet deem to be reasonably necessary either to prosecute us condition of the tille to or the value of the premises, the necessary either to prosecute the necessary either to prosecute the necessary either to prosecute the necessary either the prosecute to condition of the reasonable of the value of the premises.
with is any proceed. It is using probate and bankruptcy proceedings, to which either oil the berrot side according to the proceed of the proceeding the proceeding which might affe the premises or the security hereof, whether or not actually commence or or is preceding which might affe the premises of the security hereof, whether or not actually commence. 8. The proceeds of any fore "sure sale of the premises shall be distributed and applied in it."	sm shall be a party, either as plaintiff, claimant or de- son the party of any sult for the foreclosure paralions for the defense of any threatened suit or pro- ed. the following order of priority: First, on account of all
The proceeds of any large bure sale of the premises shall be distributed and applied in its analysis of the premises shall be distributed and applied in its analysis of the proceeds of the premises shall be distributed and applied in its analysis of the proceeds of the proceed of the premises shall be distributed and applied in its analysis of the proceeds of the	oned in the preceding paragraph hereof; second, all other by the note, with interest thereon as herein provided; so their heirs, legal representatives or assigns, as their heirs, legal representatives or assigns, as their heirs, legal representatives or assigns, as their heirs with the provided of the such bill is filed may appoint a receiver of said prem-
rights may appear. 9. Upon, or at any time after he fi ne "a bill to foreclose this trust deed, the court in wh less. Such appointment may be man et he refere or after sale, without notice, without regard it and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power during the pendency of such foreclosule suit at "a case of a sale and a deficiency, during the redemption or not, as well as during any furth in a when Mortagors, except for the interver operation of the premises during the whole c said priod. The Court from time to time may aux in payment in whole or in part of (1) The in betterns secured hereby, or by any decree forect other lies which may be or become superior. The limit hereof or of such decree, provided such that the such court is a such as the court of the limit of the court of the limit of the court	to the solvency or Insolvency of Mortgagors at the time of the terms with the then occupied as a homestead or not be the solvency of the terms of the traceiver, would be entitled to collect such that of the traceiver, would be mittled to collect such that of the traceiver, would be mittled to collect such that of the traceiver, would be mittled to collect such that of the traceiver of the traceive
the party interposing same in an action at law upor the .or 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, locating of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless express. It is taked by the terms hereof, nor be table for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of it, exist or employees of Trustee, and it may require independent expects the fore	
exercising any power herein given. 13. Trustee shall release this trust deed and the lien ther of by proving the secured by this trust deed has been fully paid; and Trustee may exer, it is a deliver a release hereof to and at the request of any person who shall be represented to a secured by this trust deed has been fully paid; and Trustee may exer, it is a deliver a release hereof to and at the request of any person who shall be represented may accept as the without inquiry. Where I release is requested of a successor trustee, such uncersor trustee may accept as the genuine note herein destribed any note which bears a certifical of identification purporting to be executed by a prior trustee hereing as the conforms in aubstance with the description herein contained of the initial many which purports to be executed by the persons herein designated as the as the note described herein. It may accept as the genuine note herein de crib I am 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	
conforms in substance with the description herein contained of the are and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trusce on the same executed a certificate on any instrument identifying same as the note described herein. It may accept as the genuine note herein dc cribt a my note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be 'ce ited by persons herein designated as makers thereof.	
recorded or filed. In case of the resignation, inability or refusal to act of Tru tee; if them Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have 'e identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for a 'gormed hereunder. 15. This Trust Deed and all provisions hereof, shall extend to and be binding 'you fortigagors and all persons claiming under or through Mortagors, and the word 'Mortagors' when used herein shall include all such person, and all 'ersons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust De	
gagors, and the word Morizagors when used herein shall include all such person, and all epart thereof, whether or not such persons shall have executed the note or this Trust De	ich may be presented and which conforms in substance persons herein designated as makers thereof. In the persons herein designated as makers thereof. I have been listers of Titles in which this instrument shall have been listers of Titles in the person i
	7
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	te mentioned in the within Trust Deed hi i been identified
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-	TLE AND TRUST COMPANY, as trustee.
FIED BY THE CHICAGO TITLE AND TRUST COMPANY. TRUSTEE. BEFORE THE TRUST DEED IS FILED FOR RECORD.	Assistant Secretary Assistant Vice President Trust Officer
HARRIS HORTGAGE LOAN CORP.	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
L STREET 6029 W. IRVING PARK RD. V CITY CHICAGO 34, ILLINOIS	COCKIDED FROFERIT MERE
E	A CONTRACTOR OF THE PROPERTY O
R INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER	
Form 134	
FND OF RECORDED DOC	LIBATAT