

# UNOFFICIAL COPY

21 891 355

This Indenture, Made this 21st day of April, 1972, WITNESSETH, that WHEREAS THE GRANTOR James N. Kunicich & Mary Ann Kunicich his wife

of the City of Palos Park in the County of Cook and State of Illinois, justly indebted to the legal holder or holders of the principal promissory note hereinafter described in the principal sum of Five Thousand One Hundred and Fifty-four cents (\$5,154.00) DOLLARS, as evidenced by said note, to-wit: to be paid in 182 days. Due date is 10-20-72

bearing even date herewith, made payable to Bearer and by the Grantors duly delivered, which said principal and each and every installment thereof or of interest thereon bears interest after maturity at the rate of 8% per annum, and all of said principal and interest are payable in lawful money of the United States of America at the office of Palos Bank and Trust Company, Palos Heights, Illinois.

NOW, THEREFORE, the said Grantors, for the better securing of the payment of the said sum of money and interest thereon and the performance of the covenants and agreements herein contained, do by these presents convey and warrant unto Palos Bank and Trust Company, a corporation created and existing under the laws of the State of Illinois and doing business in Cook County, Illinois, as Trustee, and its successors in trust, the following described real estate, to-wit:

Lot 9 in Block 9 in Villa West Addition to Palos Heights, Unit #3 a subdivision of part of the North West quarter of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois

## THIS IS A JUNIOR MORTGAGE

situated in the County of Cook and State of Illinois, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and the right to retain possession thereof, and all improvements now standing or that may hereafter be erected thereon, and all refrigerators, gas stoves, window shades, screens, heating apparatus and other equipment and fixtures now or hereafter used in said premises or in the operation thereof, without regard to whether such equipment be physically attached to said premises or not, to have and to hold the above described premises with the appurtenances and fixtures unto the said Trustee for the purposes, uses and trusts herein set forth (and in the event this trust deed shall describe more than one principal note, then for the equal security of all of such notes without preference or priority of any one of said principal notes over any of the others by reason of the priority of maturity or of negotiation) and the Grantors do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois;

AND the said Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, covenant and agree as follows: To pay promptly principal and interest due and to become due on prior encumbrances, if any; to pay the indebtedness hereby secured and the interest thereon as herein and in said notes provided; to pay, before any penalties shall attach thereto, all taxes and assessments, or installments thereof, levied upon said premises; to commit or suffer no waste on said premises; to suffer no liens of mechanics or material men, or other claims to attach to such premises; and to keep all buildings and fixtures which may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire or wind or other risks (commonly known as "extended coverage") to the full insurable value thereof in such insurance company or companies as may be approved by the Trustee or the holder or holders of the principal notes and to deliver all insurance policies to the Trustee or such holder or holders, all such policies to include the usual Mortgagee or Trustee clause which shall provide that all sums recoverable upon the same shall be payable to the Trustee, and the Grantors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the exclusive right to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee's action in this regard shall be conclusive as against the Grantors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit or the holder or holders of the principal notes direct, either in reduction of the unpaid principal indebtedness or to the restoration or repair of the said premises. All such policies and all renewals thereof shall be delivered as aforesaid before the expiration of any then existing insurance and in the event of the failure of the said Grantors so to pay said taxes and assessments or any installments thereof, or to pay any such liens of mechanics or material men, or to keep said buildings insured, or to deliver the said insurance policies or any of them as aforesaid, the Trustee or the holder or holders of said principal notes, or of any of them, may pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claim attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof, with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

In the event of a breach of any one of the aforesaid covenants or agreements, or in case of default in the payment of any note secured hereby, or any installment of interest thereon, or principal thereof, according to the terms thereof, the whole of said principal indebtedness, together with the accrued interest thereon, shall, at the election of the legal holder or holders thereof (which election may be made at any time after such default without notice), become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

It is further agreed by the Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, that in case a right of foreclosure or other right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal notes or of any part thereof, or the said Trustee for the benefit of such holder or holders, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure

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hereof—including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, cost of procuring or completing an abstract of title or a letter, opinion or minutes for foreclosure, showing the whole title to said premises embracing foreclosure decree—shall be paid by the Grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this trust deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit, have been paid.

The Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, waive all right to the possession of and income from said premises pending such foreclosure proceedings and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this trust deed the court in which such bill is filed may at once and without notice to the said Grantors or to any party claiming under said Grantors appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the full time allowed by law to redeem the same from any sale thereunder shall expire, irrespective of any redemption that may have been made prior to the expiration of said full period.

When the said notes and all expenses accruing under this trust deed shall be fully paid, the Trustee or its successor shall release this trust deed and reconvey all of said premises remaining unsold to the said Grantors or their heirs or assigns, upon receiving its reasonable charges therefor. The Trustee may in the exercise of its discretion accept the production of the principal notes duly canceled as sufficient proof of the payment of the indebtedness secured hereby, and may waive the production of any or all of the interest coupons at the time of releasing this Trust Deed. In case of the resignation, inability or refusal to act of said Trustee, then the Recorder of Deeds of the County in which the premises are situated shall be successor in trust hereof, with like power and authority as is hereby vested in said Trustee.

Mortgagor agrees that, in order more fully to protect the security of this trust deed, mortgagor will deposit with the holder of the note, on the first day of each month, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, one twelfth of the amount (as estimated by the holder of the note) which will be sufficient to pay taxes, special assessments and other charges on the real estate that will become due and payable during the ensuing year plus the amount necessary to purchase required insurance for one year. The holder of the note shall hold such monthly deposits in trust, without any allowance of interest, and shall use such fund for the payment of such items when the same are due and payable. If at any time the fund so held by the holder of the note is insufficient to pay any such item when the same shall become due, the holder of the note shall advise mortgagor of the deficiency and mortgagor shall, within ten days after receipt of such notice, deposit with the holder of the note such additional funds as may be necessary to pay such items. Failure to make any deposit when due shall be a breach of this mortgage. If at any time there be default in any of the provisions of this mortgage, the holder of the note may at its option apply any money in the fund on any of the mortgage obligations and in such order and manner as it may elect.

If this instrument is executed by one individual, then the word "Grantors" and all verbs, pronouns and other words qualifying, applying or referring to the same in this instrument shall be construed as if the same had been written in the singular, and if this trust deed secures only one principal note, then the word "notes" as used herein shall be held to mean such note.

WITNESS the hands and seals of the said Grantors the day and year first above written.

*James E. Kumicich* (SEAL)  
*Mary Ann Kumicich* (SEAL)  
\_\_\_\_\_  
(SEAL)

STATE OF ILLINOIS  
COUNTY OF COOK



I, Alyce H. Garland  
A NOTARY PUBLIC in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, That James E. Kumicich and  
Mary Ann Kumicich

personally known to me to be the same person whose names 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, including the release and waiver of the right of homestead.

The principal note mentioned in the within Trust Deed has been identified herewith. GIVEN under my hand and notarial seal this 21st day of

Register Number 6-5944-27

April A. D. 1972

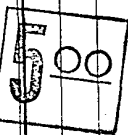
PALOS BANK AND TRUST COMPANY

Trustee

By *Vincent D'Amico* 5 11 10 01

*Alyce H. Garland*  
NOTARY PUBLIC

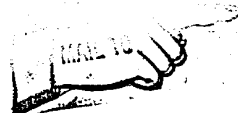
Trust Deed



TO

PALOS BANK AND TRUST COMPANY

TRUSTEE



Address of Property

PALOS BANK AND TRUST COMPANY

12321 SO. HARLEM AVENUE  
PALOS HEIGHTS, ILLINOIS

CA

21591355