

UNOFFICIAL COPY

TRUST DEED

Deliver To
Recorder's Office
Box No. 966

22 474 356

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 7, 1973, between Martin B. Pabisinski and Marlene J. Pabisinski, his wife

STANDARD BANK 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 holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of TWENTY FIVE THOUSAND FIVE HUNDRED AND NO/100 (\$25,500.00) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of seven 3/4 per cent per annum in Instalments as follows: ONE HUNDRED NINETY TWO AND 61/100 (\$192.61) - - - - -

Dollars on the first day of November 1973 and ONE HUNDRED NINETY TWO AND 61/100 (\$192.61) - - - - -

Dollars on the first day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the first day of October 19 98. 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 said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of this note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of STANDARD BANK AND TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagors to secure 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 COUNTY OF COOK AND STATE OF ILLINOIS,

to wit:
Lot 13 and the East 12.50 feet of lot 14, all in block 2 in Nelson's Marquette Park Addition to Chicago, being a subdivision of the South East quarter of the North West quarter of the North West quarter of Section 35, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

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 as 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 or not centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inodor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate and are permanently 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 trusts and conditions 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 conditions and provisions appearing on this page and on page two (the reverse side hereof) 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.

.....(SEAL) Martin B. Pabisinski (SEAL)
.....(SEAL) Marlene J. Pabisinski (SEAL)

STATE OF ILLINOIS, } ss. I, Imalle A. McDonald
County of Cook } a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Martin B. Pabisinski and Marlene J. Pabisinski, his wife, who are personally known to me to be the same person, whose names are set forth in the foregoing instrument, appeared before me this day in person and acknowledged that they executed and delivered the said instrument as their free and voluntary act, for the purposes and to the effect set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 7th day of September 1973.

Lucille A. McDonald
Notary Public

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536 78

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1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 the discharge of such prior lien to Trustee or to holders of the note; (4) comply within reasonable time any building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance 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. Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagors shall pay special, general, special assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgagors shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either 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 additions and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than 30 days prior to the respective date of expiration. Mortgagors shall deposit with the Trustee an amount equivalent to one twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for a sinking fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages, liens and purchases of charge, or promise or settle any lien or other prior lien or claim, or make any payment or perform any act heretofore required of Mortgagors in any form and manner, or any other thing, in connection with the performance of any other agreement of the Mortgagors herein contained. Any deficiency in the amount of any monthly payment shall constitute an event of default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than ten days late in order to cover the extra or not actually commenced in handling delinquent payments.

5. When the indebtedness here 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 enforce the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which shall be made or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser'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, examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note in connection with 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 the trust hereof or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after several of such rights 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.

6. 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, on account of all other liens which under the terms hereof shall be secured by a lien in priority to the lien hereof; third, on account of the principal and interest on the note secured hereby; fourth, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, the heirs, legal representatives or assigns, as their rights may appear.

7. 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, and the receiver shall be appointed as a homebuyer or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect such rents, issues and profits of said premises during the pendency of such foreclosure suit, and in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 proper in such suit 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 to payments in whole or in part of (1) 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; (2) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien or of any provision 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.

9. 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.

10. 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, nor be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.

11. 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 duly prepared and duly recorded abstract of title showing as 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 a certificate of identification purporting to be executed 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 makers thereof.

12. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in and this instrument shall have been recorded or filed. In case of the resignation, death or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor Trustee. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

13. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used 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.

16. IN THE EVENT OF THE SALE OR TRANSFER OF THE TITLE TO THE PREMISES DESCRIBED HEREIN, THE HOLDER OF THE NOTE SECURED HEREBY MAY AT ITS OPTION DECLARE THE ENTIRE AMOUNT OF THE INDEBTEDNESS TO BE IMMEDIATELY DUE AND PAYABLE.

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RECORDED OF DEEDS
COOK COUNTY ILLINOIS
SEP-11-73 6 85 139 • 22474356 • A — REC 5.00
GOVERNMENT BUREAU OF SURVEY (STANDARD)

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith, under identification No. 1100 STANDARD BANK AND TRUST COMPANY

NAME _____
STREET _____
CITY _____
INSTRUCTIONS _____
RECORDERS' OFFICE BOX NUMBER 966

5.00

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

3831 W. 80th Pl.
Chicago, Illinois 60652

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