

54196

TRUST DEED

22 492 530

PROPERTY ADDRESS 1724 North 77th Court - Elmwood Park, Illinois.

THIS INDENTURE, made September 24, 1973 between

TERRENCE SUPERCZYNSKI and MARY JO SUPERCZYNSKI, his wife,

herein referred to as "Mortgagors," and WESTERN NATIONAL BANK OF CICERO,

a National Banking Association doing business in Cicero, 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 TWENTY THOUSAND FIVE HUNDRED and no/100 (\$28,500.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEAERH...

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of loan disbursement on the balance of principal remaining from time to time unpaid at the rate of 7 per cent per annum in instalments as follows: TWO HUNDRED ONE and 43/100 (\$201.43) Dollars on the 1st day of December 1973 and TWO HUNDRED ONE and 43/100 (\$201.43) 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 November 1978.

All such payments on account of the indebtedness of the Mortgagors 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 shall be 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 each banking hour of each month at the office of Western National Bank of Cicero, 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 Western National Bank of Cicero, Illinois.

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, his successors and assigns, the following described Real Estate and all of its appurtenances, title and interest therein, situate, lying and being in the COUNTY OF COOK and STATE OF ILLINOIS, to wit:

The North 5 feet of Lot 10 and Lot 9 and the South 5 feet of Lot 8 in Block 12 in Mills and Sons Third Addition to Greenfields, a Subdivision (except the North 174 feet and the South 191 feet thereof) in the East half of the South West quarter of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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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 rights, leases and profits thereof for so long and during all such times as the Mortgagors may be entitled thereto (which are defined herein as a party with said real estate to be hereinafter defined) and all appurtenances, equipment or articles now or hereafter shown or known used to supply heat, gas, air conditioning, water, light, power, refrigeration, and other single units or centrally controlled, and ventilation, including (without restricting the foregoing) screens, window shades, screen doors and windows, door coverings, inlaid beds, awnings, screens 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 a constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purposes, and upon the terms of trust 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 hands and seals of Mortgagors the day and year first above written. [Signatures and seals of Terrence Superczynski and Mary Jo Superczynski]

STATE OF ILLINOIS, I the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of COOK

TERRENCE SUPERCZYNSKI and MARY JO SUPERCZYNSKI, his wife, who are personally known to me to be the same persons whose names are in the foregoing Instrument, appeared before me this day in person and acknowledged that they signed and executed the foregoing Instrument as their free and voluntary act, for the uses and purposes therein set forth, and that they are the owners of the right of homestead.

GIVEN under my hand and Notarial Seal this 25th day of September 1973. [Notary Seal]

MY COMMISSION EXPIRES NOV. 22, 1975

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from encumbrances 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) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or 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.
- 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 premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, to the extent provided by statute, any tax or assessment which Mortgagor may desire to contest.
- Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind-storm under policies providing for payment by the insurance companies of moneys 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 additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than 60 days prior to the respective dates of expiration.
- 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 Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the debt secured hereby, if any, and pay taxes, disburse, compromise or settle any tax lien or other lien of this or other kind, derived or arising from any tax sale or forfeiture affecting said premises or contain any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and any other moneys advanced by Trustee or the holders of the note to protect the contracted debt on the lien hereof, shall be a reasonable compensation to Trustee for such matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, less than of Trustee or 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.
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any statement or estimate prepared 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 hereof.
- Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, be due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in default shall come and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
- 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 and sell the premises and the proceeds therefrom, but any such sale shall be subject to the lien of any mortgage or other lien superior to the lien hereof, and the proceeds of such sale shall be applied to the payment of such superior lien and the balance of the proceeds shall be paid to the holder of the note or Trustee, as the case may be. The holder of the note or Trustee shall have the right to sell the premises and the proceeds therefrom, but any such sale shall be subject to the lien of any mortgage or other lien superior to the lien hereof, and the proceeds of such sale shall be applied to the payment of such superior lien and the balance of the proceeds shall be paid to the holder of the note or Trustee, as the case may be. The holder of the note or Trustee shall have the right to sell the premises and the proceeds therefrom, but any such sale shall be subject to the lien of any mortgage or other lien superior to the lien hereof, and the proceeds of such sale shall be applied to the payment of such superior lien and the balance of the proceeds shall be paid to the holder of the note or Trustee, as the case may be.
- 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 liens which under the terms hereof constitute secured claims superior to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any tax or other lien or claim, or any other lien or claim, which may be asserted against the premises or the proceeds therefrom; and fifth, the balance, if any, shall be paid to the holder of the note or Trustee, as the case may be.
- 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, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then existing status of the premises, or whether the same shall be sold or not, and the receiver so appointed may exercise all the powers and authority of a receiver, during the term of his appointment, whether there be foreclosure or not, as well as during any further time when Mortgagor, or any other person, may be appointed receiver of such premises, and he shall be authorized to collect such rents, issues and profits, and all other moneys which may be necessary or are incident to the preservation, protection, management and operation of the premises during the whole or in part of the term of his appointment, and he shall be authorized to execute any deed, conveyance or other instrument which may be necessary or proper to carry out the purposes of his appointment, and he shall be authorized to execute any deed, conveyance or other instrument which may be necessary or proper to carry out the purposes of his appointment, and he shall be authorized to execute any deed, conveyance or other instrument which may be necessary or proper to carry out the purposes of his appointment.
- No action for the enforcement of the lien of any mortgage or other lien 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.
- Trustee or the holders of the note shall have the right to enter the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, condition or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power hereunder unless expressly required by the terms hereof, or by law, or by the order of a court of competent jurisdiction, and in case of any power hereunder, Trustee may require indemnities satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereon 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, as the case may be, a deed, conveyance or other instrument which may be necessary or proper to carry out the purposes of his appointment, and he shall be authorized to execute any deed, conveyance or other instrument which may be necessary or proper to carry out the purposes of his appointment, and he shall be authorized to execute any deed, conveyance or other instrument which may be necessary or proper to carry out the purposes of his appointment.
- Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of Cook County, Illinois, in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of Cook County, Illinois, 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 the Trustee herein given, and any Trustee or Successor shall be entitled to reasonable compensation for all services rendered hereunder.
- This Trust Deed and all provisions hereof, shall remain in full force and effect upon the death of Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used hereof shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have accepted the note or this Trust Deed.

16. If the title of the premises is conveyed by the Mortgagor during the lifetime of this Trust Deed and the Note it secures, the entire unpaid balance due thereon shall, at the election of the holder of the Note secured by this Trust Deed, become immediately due and payable.

RECORDED BY: *Shirley R. Olson*
 REC'D 1975 SEP 26 PM 3 22
 SEP-26-75 1161918 92204 22492530-17A-5.00

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

The Instated Note mentioned in the within Trust Deed has been identified by _____ with under Identification No. **3554**

WESTERN NATIONAL BANK OF CICERO, as Trustee.
Charles J. Miller
 Vice President

DELIVERY
 NAME: WESTERN NATIONAL BANK OF CICERO
 STREET: 5801 West Cermak Road
 CITY: CICERO 50, ILLINOIS
 OR

INSTRUCTIONS: RECORDERS' OFFICE BOX NUMBER **99**

5.00
 22492530

END OF RECORDED DOCUMENT