

TRUST DEED

22 556 498

FORM B

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 23rd 19 73, between

Glenn Radzik and Elizabeth H. Radzik, his wife, in joint tenancy

herein referred to as "Mortgagors," and

SYLVIA WEINRESS

of 105 West Adams Street, Chicago, Illinois 60603

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 four thousand and no/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

EQUITABLE FINANCE CORPORATION

and delivered in and by which said Note the Mortgagors promise to pay the said principal sum with interest included payable as follows: \$ 233.34 on the 23 day of December, 19 73, and \$ 233.34, or more, on the 23 day of month thereafter until this note is fully paid.

The principal of each of said instalments unless paid when due shall bear a Delinquency Charge of 5 per cent or \$5.00 maximum if in default for more than 10 days, and in addition reasonable costs of collection, including reasonable attorneys' fees. Said payments are to be made at the office of EQUITABLE FINANCE CORPORATION, 105 WEST ADAMS STREET, CHICAGO, ILLINOIS 60603.

NOW, THEREFORE, the Mortgagors 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

Chicago COUNTY OF Cook AND STATE OF ILLINOIS

The South 5 feet of Lot 1 and all of Lot 2 in Block 3 in Feuerborn and Klodas 74th Avenue Subdivision of the North 10 acres of Lot 5 in Assessor's Division of the East half (1/2) of Section 24, Township 40 North, Range 12, 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 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, or communication (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, springs, boxes 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 a constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes and upon the uses and in the 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 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. (Signatures of Glenn Radzik and Elizabeth H. Radzik)

STATE OF ILLINOIS, County of Cook, David Levy, as a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Glenn Radzik and Elizabeth H. Radzik, his wife

who are personally known to me to be the same person, they appeared before me this day in person to acknowledge that their free and voluntary act, for the uses and purposes therein set forth, and in full exercise of the right of homestead. GIVEN under my hand and Notarial Seal this 23rd day of November 1973.

22 556 498

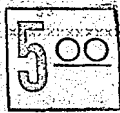
THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- 1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's 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 improvements now or hereafter on the premises; (5) comply with all requirements of any laws, ordinances, regulations, rules 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.
- 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 premises when due, and shall, upon written request, furnish 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 windstorm 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 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 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 ten days 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 hereinafter required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances. If any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim secured, or redeemed from, any tax lien or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged 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 secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction 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, rescission on the part of Mortgagors.
- 5. 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 bill, statement or estimate procured 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 therefor.
- 6. Mortgagors 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 Mortgagors all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary herein, become 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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 in their own names, and shall include as additional indebtedness in the decree (a) all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, costs and expenses, including reasonable attorneys' fees and disbursements, and expenses of publication of notices, and (b) all other costs and expenses which may be incurred after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates or similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary hereby to prosecute such lien or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All such costs and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of seven per cent per annum from the time of the commencement of any suit for the foreclosure hereof until the date of such sale, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or in connection with any such proceedings, or (b) preparations for the commencement of any suit for the foreclosure hereof after the date of such sale, or (c) preparations for the defense of any threatened suit or proceeding which may be instituted to set aside the foreclosure hereof, whether or not actually commenced, or (d) preparations for the defense of any threatened suit or proceeding to set aside the foreclosure hereof, whether or not actually commenced.
- 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which are secured by the premises and which are superior to the lien hereof; third, all other liens which are secured by the premises and which are inferior to the lien hereof; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. 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 Mortgagors at the time of application for such receiver and without regard to the true value of the premises or whether the same shall be sold as a homestead, or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such receiver's term, and in case of a sale and a deficiency, during the full statutory period of redemption, to collect such rents, issues and profits, and all other moneys which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the term of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) 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; (b) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of or any provision hereof shall be subject to any defense which would not be good and available to the party interested 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, tax, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless he is obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct on the part of the agent or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 13. Trustee shall release this trust deed and the lien of or proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee shall execute and deliver a release hereof and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry, and a release requested by a successor trustee or successor trustee may accept, as the genuine note herein described any note which bears a certain sale of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note which purports to be executed by the person herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept any note which bears a certain sale of identification and which conforms in substance with the description herein contained of the note and which purport to be executed by the persons herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act, then the Recorder or Registrar of Deeds of the county 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 are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for any act performed hereunder.
- 15. 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 or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.
- 16. In case of the death, resignation, absence from the County, refusal or other inability of Trustee to act when required then the recorder of Deeds of the County in which the property subject of this Trust Deed is located, shall be and become, and hereby is appointed and made successor Trustee, with like power and authority as herein is hereby vested in Trustee.

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1973 NOV 28

RECORDER OF DEEDS COOK COUNTY ILL.



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5.00

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 3031 SYLVIA WEINRESS

DELIVERY INSTRUCTIONS RECORDERS' OFFICE BOX NUMBER 135

FOR RECORDERS INDEX PURPOSES STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3444 No. Olcott Avenue Chicago, 34, Illinois

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