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TRUST DEED COOK COUNTY
FILED FOR RECORD

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RECORDED BY DEEDS

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 17, 1973, between
of the City **MARIAN M. LEWENDOSKI and EDITH I. LEWENDOSKI, his wife,**
of Chicago County of Cook
State of Illinois herein referred to as "Mortgagors," and AVENUE STATE BANK an Illinois
corporation doing business in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note here-
inafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100THS (\$17,500.00) - - - - 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 from
date hereof on the balance of principal remaining from time to time unpaid at the rate of
7-3/4 per cent per annum in instalments as follows: **ONE HUNDRED FORTY-THREE**
AND 67/100THS (\$143.67)
Dollars or more on the 1st day of February 1974 and **ONE HUNDRED**
FORTY-THREE AND 67/100 Dollars or more 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 January 1974. All such payments on account of the indebt-
edness 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 then
highest rate permitted by law and all of said principal and interest being made payable at such banking house
or trust company 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 Avenue State Bank, Oak Park, 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 limita-
tions of the 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 hereby present a 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 in Block 9 in Fair Oaks Terrace Subdivision of the East
50 acres of the North 75 acres of the North West quarter of
Section 5, Township 39 North, Range 13, East of the Third
Principal Meridian, in Cook County, Illinois,

500

which with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, easements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and
during all such time as the Mortgagors may be entitled thereto which are pledged primarily and on a parity with said real estate and not secondarily, and all appliances,
equipment or articles now or hereafter placed on or attached to or used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether in a unit or centrally
controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, leaded glass, awnings, stoves
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 appliances,
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.
I DO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, with
the full and complete release and waiver of the 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 hand Edith I. Lewendowski and seal Marian M. Lewendowski of Mortgagors the day and year first above written.
Edith I. Lewendowski (SEAL) Marian M. Lewendowski (SEAL)

STATE OF ILLINOIS
I, MARLENE M. VRUBLE
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Country of COOK
MARIAN M. LEWENDOSKI and EDITH I. LEWENDOSKI,
his wife,
who are personally known to me to be the same person as whose name is 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.
GIVEN under my hand and Notarial Seal this 20th day of December, A. D. 19 73
Marlene M. Vruble
Notary Public.



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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE [THE REVERSE SIDE OF THIS TRUST DEED]

1. Mortgagors shall (a) promptly repair, replace or rebuild any building or improvement now or hereafter on the premises which may become damaged or be destroyed, (b) keep the premises in good condition and repair, and (c) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof. (d) make no material alterations in said policies except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attached to 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 process, 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 provided 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. (a) A company satisfactory to the mortgagee shall be selected, and the policy shall 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 hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient. 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 mortgagee's interest in the premises, shall be immediately due and payable without notice and with interest thereon at the then highest rate permitted by law. In action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to the mortgagee in case of default hereunder on the part of Mortgagors.
5. Trustee or the holders of the note hereby, secured making any payment hereby authorized to make or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiring into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment or fee, forfeiture tax lien or title claim thereon.
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 holders of the note and without notice to Mortgagors, unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable 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 the lien hereof. In order to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraiser's fees, outlays for documentary and sales evidence, stenographic charges, public utility costs and costs (which may be estimated as to items to be expended) after entry of the decree of foreclosing all such arrears of title, title searches and examination of public records, Taxation certificates and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary, and expenses of the nature of the foregoing mentioned, plus such additional indebtedness secured hereby and immediately due and payable, with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and sales proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, and (b) proceedings for the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security 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 incident to the foreclosure proceedings, including all liens as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that secured by the note, with interest thereon as here provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their right may appear.
9. Upon, or at any time after the filing of a bill to foreclose his 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 then value of the premises or whether the same shall be then occupied and held for or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the intervention of such receiver, would be entitled to collect, such rents, profits and all other powers which may be necessary or are usual in such cases 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 in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special rents or other liens which may be or become superior to the lien hereof, or (2) such decree provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the terms of any instrument herein shall be subject to any defense which would not be good and available to the party interposing same in an action on and upon the note hereby secured.
11. Trustee or the holders of the note shall have the right to inspect the premises as at reasonable times and access thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title insurance certificate or condition of the premises, nor shall Trustee be obligated to record this trust deed to or exercise any power herein given unless expressly obligated by the terms hereof, nor shall Trustee be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees or those of Trustee, and may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release any lien hereon upon the production of proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid and release a release hereon to and at the request of any person who shall, either before or after maturity thereof, there a release is requested, if such person shall, in writing, represent to Trustee that such indebtedness has been paid, and such representation Trustee may accept as true without inquiry. Identification purporting to be the signature of the mortgagors or their heirs, assigns or assigns shall be accepted as the genuine signatures of the mortgagors and it has been recorded on any instrument identifying same as the instrument hereon, and which purports to be executed by the persons herein described and one which may be presented and which conforms in substance with the description hereon, and which purports to be executed by the persons herein described and one which may be presented and which conforms in substance with the description hereon.
14. Trustee may release the mortgagee's obligation to the Registrar of Titles in which this instrument shall have been recorded or filed. In any instrument in Trust hereunder, the Registrar of Titles, the Receiver of Goods of the county in which the premises are situated shall be Successor in Trust, suitable compensation for their services shall be determined by the parties and shall be paid by the mortgagors. Trustee and any Trustee's Successor shall be entitled to reasonable and necessary expenses incurred by them in the performance of their duties.
15. Mortgagors, when used herein, shall include their heirs, assigns and assigns and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word shall have the same meaning.
16. Without the prior written consent of the holders of the note secured hereby the Mortgagee or Mortgagees shall not convey, conveyance to the premises herein secured. The holders of the note shall be deemed to have consented to the conveyance of the premises upon principal balance as provided in this note for each of this mortgage and no delay in such conveyance after an act of constructive notice of such breach shall be construed as a waiver of or acquiescence in such conveyance or encumbrance.

IMPORTANT
FOR THE PROTECTION OF BOTH THE MORTGAGEE AND LENDER THE
NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY
THE TRUSTEE, NAME, ADDRESS, AND PHONE NUMBER.

herewith under Identification No. 1909

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