

TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

22 622 123

*Edwin A. Olson*  
RECORDER OF DEEDS

FEB 6 '74 12 59 PM

THE ABOVE SPACE FOR RECORDERS USE ONLY

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64-83-762 L

THIS INDENTURE, made February 2 19 74, between

JAMES GARBARZ AND BETTY GARBARZ, HIS WIFE

herein referred to as "Mortgagors," and MELROSE PARK NATIONAL BANK, a National Banking Association 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 THIRTY FOUR THOUSAND AND NO/100 (\$34,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of 7.5 per cent per annum in instalments as follows:

Two Hundred Fifty Six and 82/100 (\$256.82)  
Dollars on the 1st day of March 19 74 and Two Hundred Fifty Six and 82/100 (\$256.82)

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 February 19 99. 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 8 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park 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 Melrose Park National Bank in said City,

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 to the principal witness, 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 Village of Berkeley COOK COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 2 in Heinkin's Resubdivision of the East 93 feet (except the North 240 feet as measured on the East line) of Lot 28 in Block 3 in Wolf Road Highlands, Robertson and Young's Sub-division in Section 7, Township 09 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

The Makers of this Trust Deed also agree to deposit 1/12 of the annual real estate taxes each month with the holder of the Instalment Note herein described.

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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 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 par 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 single units or centrally controlled), and ventilation including (without restricting the foregoing) screen window shades, storm doors and windows, floor coverings, indoor beds, 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 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 trusts 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 hand..... and seal..... of Mortgagors the day and year first above written.

*James Garbarz* [SEAL] *Betty Garbarz* [SEAL]  
JAMES GARBARZ BETTY GARBARZ  
[SEAL] [SEAL]

Notary Public Seal: EDWIN A. OLSON, Notary Public, Cook County, Illinois. This instrument was prepared by James P. Feeley, Melrose Park National Bank, Melrose Park, Illinois.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ss. James Garbarz and Betty Garbarz, his wife who are personally known to me to be the same person as whose name 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 6 day of FEBRUARY, A.D. 19 74. *Edwin A. Olson* Notary Public.

Grantee Address: 17th Avenue and Lake Street

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

- Mortgagors 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 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 the expiration of the term 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 ordinances.
- Mortgagors 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 be liable to pay.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said property insured against loss or damage by fire or lightning for the full insurable value thereof, and against tornadoes, windstorms, or cyclones, for 100 per centum of the insurable value thereof (the insurable value for all insurance purposes to be deemed not less than the amount of the principal indebtedness), all in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (b) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (c) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (d) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (e) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (f) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (g) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (h) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (i) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (j) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (k) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (l) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (m) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (n) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (o) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (p) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (q) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (r) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (s) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (t) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (u) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (v) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (w) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (x) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (y) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note; (z) in compliance with the requirements of the policy or policies of insurance to be provided by Trustee or to holders of the note.
- 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 thereof.
- 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 in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment hereof, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors 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 the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree, or sale all expenses and disbursements which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, costs for documentary and export evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended in any of the decrees or in the sale of such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurance with respect to title as trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at a sale which may be had pursuant to such decree the true condition of the premises. All expenditures and disbursements of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately payable, with interest thereon at the rate of \_\_\_\_\_ per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and executor proceedings, to 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; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right 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.
- 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 items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 value of the premises or whether the same shall be then occupied 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 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 times when Mortgagors appeal 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 useful 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 other instrument securing 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.
- No action for the enforcement of the lien or of any provision 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 inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 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 acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 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 note, representing that all indebtedness hereby secured 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 issued 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 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 as the genuine note herein described any note which may be presented and 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.
- Trustee at any time acting hereunder 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 of Trustee, CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, shall be Successor in Trust, and in case of its resignation, inability or refusal to act, the Recorder of Deeds of the county in which said property is situated shall be such Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 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.

**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.

**D E L I V E R Y**

NAME Melrose Park Nat. Bank  
STREET 17th Avenue & Lake Street  
CITY Melrose Park, Illinois

OR

INSTRUCTIONS  
RECORDER'S OFFICE BOX NUMBER 669  
MELROSE PARK NATIONAL BANK

The Installment Note mentioned in the within Trust Deed has been identified herewith under loan identification No. \_\_\_\_\_  
MELROSE PARK NATIONAL BANK, as Trustee.  
by James C. Zuley  
Real Estate Loan Officer

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

22 622 123

655953159

END OF RECORDED DOCUMENT