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TRUST DEED COOK COUNTY, ILLINOIS FILED FOR RECORD

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Edwin R. Olson RECORDER OF DEEDS

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 1, 1974, between

EDWARD PILIPOWICH AND ANNA B. PILIPOWICH, 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 FIVE THOUSAND FIVE HUNDRED AND NO/100-----(\$5,500.00)-----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 1/2 per cent per annum in instalments as follows: One hundred eleven and 26/100---(\$111.26)-

Dollars on the 15th day of March 19 74 and One hundred eleven and 26/100--- (111.26) or more

Dollars on the 15th 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 15th day of February 1979. All such payments or 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, 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 Village of Melrose Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 5 and Lot 6 (except the South 12.8 feet thereof) in Block 74 in Melrose, said Melrose being a subdivision of parts of Sections 3 and 10, Township 39 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, assessments, 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 in a priority 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) screens, window shades, storm doors and windows, floor coverings, interior beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether or 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 purpose and upon the uses 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, name and seal, name of Mortgagors the day and year first above written.

Edward Pilipowich (SEAL) (EDWARD PILIPOWICH)

(SEAL) (ANNA B. PILIPOWICH)

(SEAL)

(SEAL) Anna B. Pilipowich



Ruth Annister, Trustee Melrose Park National Bank, Melrose Park, Illinois 60160

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT EDWARD PILIPOWICH AND ANNA B. PILIPOWICH, HIS WIFE

who are personally known to me to be the same persons whose names 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 1st day of February, A.D. 1974

Edwin R. Olson, Notary Public

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

1. 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. 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 holders of the note duplicate receipts therefor... 3. 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... 4. In case of default hereof, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required 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 form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances... 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 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... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 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... 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 interposing 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, location, extent 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... 13. 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... 14. Trustee at any time acting hereunder may retain by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this trust deed has been recorded or filed... 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.

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 loan identification No. MELROSE PARK NATIONAL BANK as Trustee, by James P. Tuley, Real Estate Loan Officer

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DEVELOPER NAME MELROSE PARK NATIONAL BANK STREET 17th Avenue at Lake Street CITY Melrose Park, Illinois 60160

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1111 North 16th Avenue, Melrose Park, Ill.

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

END OF RECORDED DOCUMENT