

COOK COUNTY ILLINOIS
FILED FOR RECORD

22 651 527

Shirley R. Olson
Recorder

TRUST DEED

MAR 12 '74 1 43 PM

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 7, 1974 between DANIEL A. DOLEZAL, MARIAN C. DOLEZAL, his wife, and CECILLE C. DOLEZAL, a widow, of the Village of Brookfield, 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 hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of TWENTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100THS (\$28,500.00) -----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: Two Hundred Thirty-three and 98/100ths (\$233.98) ----- Dollars or more on the 15th day of May, 1974 and Two Hundred Thirty-three and 98/100ths (\$233.98) ----- Dollars or more 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 April, 1974. 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 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 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, right, title and interest therein, situate, lying and being in the COUNTY OF COOK, STATE OF ILLINOIS, to wit:

----- Lot 10 in Block 44 in Ridge Land, being a Subdivision of the East half of the East half of Section 7, also the North West quarter and the West quarter of the South West quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois-----

THIS INSTRUMENT WAS PREPARED BY
HERRICK, McRELL, McELROY & PERLETTI
105 W. MADISON
CHICAGO, ILLINOIS 60602

500

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, 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 accessory thereto), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (including air conditioning or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, ladder beds, 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 fixtures, 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 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 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:

Cecille C. Dolezal (SEAL) Daniel A. Dolezal (SEAL)
Cecille C. Dolezal (SEAL) Marian C. Dolezal (SEAL)
STATE OF ILLINOIS i. Susan Dobbek

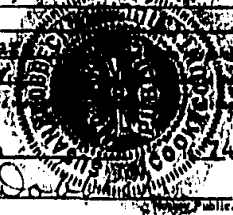
STATE OF ILLINOIS

County of Cook:

SS: a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Daniel A. Dolezal, Marian C. Dolezal, his wife, and Cecille C. Dolezal, a widow,

who are personally known to me to be the same persons whose names as said instrument appeared before me this day in person and acknowledged that they said instrument as their free and voluntary act, for the uses and purposes and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 9th day of March 1974.



MAR 12 62-91-889 133-C

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UNOFFICIAL COPY

THE REVERSE SIDE OF THIS TRUST DEED

1. Mortgagor shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep same 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 all taxes and assessments which may be levied or assessed against the premises, and upon request exhibit satisfactory evidence of the discharge of such taxes or assessments to the holder of the note; (4) complete within a reasonable time any building or improvements 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.

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, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor 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 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 holder 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 general policies, to holder 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 Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest or principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax, lien or other claim or claim of title or claim thereof or redemption from any tax sale or foreclosure 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 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 in them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note herein 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 officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereon.

6. 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 holders 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, 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 consist of any default hereunder on the part of Mortgagor.

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, moneys for documentary and expert evidence, stenographers' charges, printing and other costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates, and other data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary to prosecute such suit or to evidence to bidders 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 attorneys' fees 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 then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, 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) preparation 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 proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute unpaid indebtedness additional to that secured by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagor, 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 Mortgagor 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 encumbered 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, before the date of redemption or sale, as well as during any further time when Mortgagor, except for the intervention of such receiver, should be entitled to collect such rents, issues and 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 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.

10. 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.

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 execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any tax or omission hereunder, except in case of its own gross negligence or misconduct on the part of the agent or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.

13. 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 a release hereof to and the signature of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing the all indebtedness hereby secured hereon, which instrument Trustee may accept as true without inquiry, thereon releasing it and the premises, and releasing the same from all claims, liens, mortgages, taxes, assessments, and other encumbrances, and releasing the same from all identification purporting to be executed by a prior trustee hereunder or which in substance is similar to the description herein contained of the note and which purports to be executed by the person designated as maker thereof and it has never executed a certificate on any instrument identifying same as the note described herein, or it may accept as the genuine note herein secured 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 person designated as maker thereof.

14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Titles, which instrument shall have been recorded or filed, in case of the resignation, disability or refusal in any of Trustee or the then Recorder or Registrar of Deeds of the county in which the premises are situated shall be succeeded 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 all acts performed hereunder.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance provided in the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of a subsequent occurrence in any such conveyance or encumbrance.

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 Instrument Note mentioned in the within Trust Deed has been identified
herewith under Identification No. 1938
AVENUE STATE BANK as Trustee
By W. J. [Signature]
Vice President

DELIVER
TO
RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

NAME
STREET
CITY

FORM 1015 GOVERNMENT, INC., PHOENIX, ARIZ., 1933

PK 279
m. l. l. y.

END OF RECORDED DOCUMENT

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